FEDERAL REGISTER

VOLUME 6 NUMBER 23

Washington, Tuesday, February 4, 1941

The President

NEW ZEALAND—SUSPENSION OF TONNAGE DUTIES

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS section 4228 of the Revised Statutes of the United States, as amended by the act of July 24, 1897, c. 13, 30 Stat. 214 (U.S.C., title 46, sec. 141), provides, in part, as follows:

> Upon satisfactory proof being given to the President, by the government of any foreign nation, that no discriminating duties of tonnage or imposts are imposed or levied in the ports of such nation upon vessels wholly belonging to citizens of the United States, or upon the produce, manufactures, or merchandise imported in the same from the United States or from any foreign country, the President may issue his proclamation, declaring that the foreign discriminating duties of tonnage and impost within the United States are suspended and discontinued, so far as respects the vessels of such foreign nation, and the produce, manufactures, or merchandise imported into the United States from such foreign nation, or from any other foreign country; the suspension to take effect from the time of such notification being given to the President, and to continue so long as the reciprocal exemption of vessels, belonging to citizens of the United States, and their cargoes, shall be continued, and no longer * * *;

AND WHEREAS satisfactory proof was received by me from the Government of New Zealand on January 17, 1941, that no discriminating duties of tonnage or imposts are imposed or levied in the ports of New Zealand upon vessels wholly belonging to citizens of the United States, or upon the produce, manufactures, or merchandise imported in such vessels, from the United States, or from any foreign country:

NOW, THEREFORE, I, Franklin D. Roosevelt, President of the United States of America, under and by virtue of the authority vested in me by the above-quoted statutory provisions, do hereby declare and proclaim that the foreign discriminating duties of tonnage and imposts within the United States are suspended and discontinued so far as respects the vessels of New Zealand and the produce, manufactures, or merchandise imported in said vessels into the United States from New Zealand or from any other foreign country; the suspension to take effect from January 17, 1941, and to continue so long as the reciprocal exemption of vessels belonging to citizens of the United States and their cargoes shall be continued, and no longer.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this 31" day of January, in the year of our Lord nineteen hundred and [SEAL] forty-one, and of the Independence of the United States of America the one hundred and sixty-fifth.

FRANKLIN D ROOSEVELT

By the President:

CORDELL HULL,
Secretary of State.

[No. 2455]

[F. R. Doc. 41-797; Filed, February 3, 1941; 11:34 a. m.]

EXECUTIVE ORDER

REVOKING IN PART EXECUTIVE ORDER NO. 8344 OF FEBRUARY 10, 1940, AND RESERVING PUBLIC LAND FOR USE AS AN ADDITION TO AN AIR NAVIGATION SITE

ALASKA

By virtue of the authority vested in me by the act of June 25, 1910, c. 421, 36 Stat. 847, as amended by the act of August 24, 1912, c. 369, 37 Stat. 497, it is ordered as follows:

Sec. 1. Executive Order No. 8344[1] of February 10, 1940, temporarily withdrawing public lands on Kodiak Island and certain other islands, Alaska, for classification and in aid of legislation, is hereby revoked so far as it affects the tract of public land on Woody Island lying within the following-described boundaries:

Beginning at corner No. 1, M. C., United States Survey No. 1675 in approximate lati-

[1] 5 F.R. 654.

CONTENTS

THE PRESIDENT

RULES, REGULATIONS, ORDERS

(Continued on next page)

FEDERAL REGISTER

Published daily, except Sundays, Mondays, and days following legal holidays by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500), under regulations prescribed by the Administrative Committee, approved by the President.

The Administrative Committee consists of the Archivist or Acting Archivist, an officer of the Department of Justice designated by the Attorney General, and the Public Printer or Acting Public Printer.

The daily issue of the FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for $1.25 per month or $12.50 per year; single copies 10 cents each; payable in advance. Remit money order payable to the Superintendent of Documents directly to the Government Printing Office, Washington, D. C.

CONTENTS—Continued

CONTENTS—Continued

NOTICES

CONTENTS—Continued

tude 57°46'40" N., and longitude 152°19' W., thence by metes and bounds,

Southerly along the east shore of Woody Island at mean high water elevation 2337 feet to a stake;

N. 63°08' W., 449.2 feet to a stake;

N. 57°17' W., 973.9 feet to a stake;

Northeasterly along the east shore of Elephant Lake at mean high water elevation 1574 feet to corner No. 2 of tract reserved for air navigation site;

N. 60°15' E., 660 feet along south boundary of said tract;

S. 81°45' E., 327 feet to corner No. 1, the place of beginning, containing approximately 40 acres.

Sec. 2. Subject to the conditions expressed in the above-mentioned acts, and to all valid existing rights, the land described in section 1 of this order is hereby withdrawn from settlement, location, sale, or entry, and reserved for the use of the Department of Commerce as an addition to the air-navigation site for which public land was withdrawn by Executive Order No. 8540[2] of September 14, 1940.

Sec. 3. The reservation made by section 2 of this order shall remain in force until revoked by the President or by act of Congress.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
Jan. 30, 1941.

[No. 8655]

[F. R. Doc. 41-752; Filed January 31, 1941; 2:53 p. m.]

[2] 5 F.R. 3700.

EXECUTIVE ORDER

ORDERING CERTAIN UNITS AND MEMBERS OF THE NATIONAL GUARD OF THE UNITED STATES INTO THE ACTIVE MILITARY SERVICE OF THE UNITED STATES

Correction

Executive Order No. 8633, signed January 14, 1941, appearing in the issue for Thursday, January 16, 1941 at page 415, is corrected by substituting

"108th AC Observation Squadron" for

"106th AC Observation Squadron".

EXECUTIVE ORDER

WITHDRAWAL OF PUBLIC LANDS FOR THE USE OF THE WAR DEPARTMENT

NEVADA

Correction

The eighth line in the land description in Executive Order No. 8636, signed January 14, 1941, appearing in the issue for Thursday, January 16, 1941 at page 417, is corrected to read as follows:

sec. 7, lots 2, 3, 4, SE¼NW¼, E½SW¼, E½;

Rules, Regulations, Orders

TITLE 7—AGRICULTURE

CHAPTER I—AGRICULTURAL MARKETING SERVICE

PART 110—CANNED FOOD WAREHOUSES

By virtue of the authority vested in the Secretary of Agriculture by section 28 of the United States Warehouse Act, approved August 11, 1916 (39 Stat. 490, Sec. 28; 7 U.S.C. 268), as amended, Part 110, Chapter I, Title 7, CFR, is hereby amended to read as follows:

DEFINITIONS

DEFINITIONS

§ 110.1 *Meaning of words.* Words used in these regulations in the singular form shall be deemed to import the plural, and vice versa, as the case may demand.*

*§§ 110.1 to 110.78, inclusive, issued under the authority contained in sec. 28, 39 Stat. 490; 7 U.S.C. 268.

§ 110.2 *Terms defined.* For the purpose of these regulations, unless the context otherwise require, the following terms shall be construed, respectively, to mean:

(a) *Canned foods.* Fruits and vegetables sterilized by heat and preserved in hermetically sealed containers.

(b) *The Act.* The United States Warehouse Act, approved August 11, 1916 (39 Stat. 486; 7 U.S.C. 241-273) as amended.

(c) *Person.* An individual, corporation, partnership, or two or more persons having a joint or common interest.

(d) *Secretary.* The Secretary of Agriculture of the United States.

(e) *Designated representative.* The Chief of the Agricultural Marketing service of the United States Department of Agriculture.

(f) *Chief of the Service.* The Chief of the Agricultural Marketing Service.

(g) *Department.* United States Department of Agriculture.

(h) *Service.* The Agricultural Marketing Service of the United States Department of Agriculture.

(i) *Regulations.* Rules and regulations made under the Act by the Secretary.

(j) *Warehouse.* Unless otherwise clearly indicated by the context, any suitable building, structure, or other protected inclosure in which canned foods are or may be stored for interstate or foreign commerce, or, if located within any place under the exclusive jurisdiction of the United States, in which canned foods are or may be stored and for which a license has been issued under the Act.

(k) *Warehouseman.* Unless otherwise clearly indicated by the context, any person lawfully engaged in the business of storing canned foods and holding a warehouse license.

(l) *License.* A license issued under the Act by the Secretary.

(m) *Licensed warehouseman's bond.* A bond required to be given under the Act by a licensed warehouseman.

(n) *Licensed inspector.* A person licensed under the Act by the Secretary to sample, to inspect and/or to certificate the condition of canned foods for storage.

(o) *Licensed grader.* A person licensed under the Act by the Secretary to grade and certificate the grade of canned foods for storage.

(p) *Receipt.* A licensed warehouse receipt issued under the Act, unless otherwise specified.

(q) *Case.* The number of cans filled with fruits or vegetables, which, depending upon the size of the cans, would be needed to make the equivalent in contents of a unit commonly known as a case of 24 No. 2 cans. For the purpose of these regulations the products may be either cased or uncased.

(r) *State.* A State, Territory, or District of the United States.*

WAREHOUSE LICENSES

§ 110.3 *Application forms.* Applications for licenses or for amendments of

licenses under the Act shall de made to the Secretary upon forms prescribed for the purpose and furnished by the Service, shall truly state the information therein contained, and shall be signed by the applicant. The applicant shall at any time furnish such additional information as the Secretary, or his designated representative, shall find to be necessary to the consideration of his application.*

§ 110.4 *Grounds for not issuing license.* A license for the conduct of a warehouse shall not be issued if it be found by the Secretary, or his designated representative, that the warehouse is not suitable for the proper storage of canned foods, that the warehouseman is incompetent to conduct such warehouse in accordance with the Act and these regulations, or that there is any other sufficient reason within the intent of the Act for not issuing such license.*

§ 110.5 *Net assets required.* Any warehouseman conducting a warehouse licensed or for which application for license has been made shall have and maintain above all exemptions and liabilities net assets liable for the payment of any indebtedness arising from the conduct of the warehouse, to the extent of at least 20 cents per case of the maximum number of cases that the warehouse will accommodate when stored in the manner customary to the warehouse as determined by the chief of the Service, except that the amount of such assets shall not be less than $5,000, and need not be more than $100,000.

If such warehouseman has applied for licenses to conduct two or more warehouses in the same State, the assets applicable to all of which shall be subject to the liabilities of each, such warehouses shall be deemed to be one warehouse for the purposes of the assets required under this section. For the purposes of this section only paid-in capital stock, as such, shall not be considered a liability.

A deficiency in required net assets may be supplied by an increase in the amount of the warehouseman's bond in accordance with § 110.12 (b).*

§ 110.6 *License shall be posted.* Immediately upon receipt of his license or of any amendment thereto, the warehouseman shall post the same, and thereafter, except as otherwise provided in these regulations, keep it posted until suspended or terminated, in a conspicuous place in the principal office where receipts issued by such warehouseman are delivered to depositors.*

§ 110.7 *Suspension or revocation of warehouse licenses.* Pending investigation, the Secretary, or his designated representative, whenever he deems necessary, may suspend a warehouseman's license temporarily without hearing. Upon written request and a satisfactory statement of reasons therefor, submitted by a warehouseman, the Secretary, or his designated representative, may, without hearing, suspend or cancel the license issued to such warehouseman. The Secretary, or his designated representative, may, after opportunity for hearing when possible has been afforded in the manner prescribed in this section, revoke a license issued to a warehouseman when such warehouseman (a) is bankrupt or insolvent; (b) has parted, in whole, or in part, with his control over the licensed warehouse; (c) is in process of dissolution or has been dissolved; (d) has ceased to conduct such licensed warehouse; or (e) has in any other manner become incompetent or incapacitated to conduct the business of the warehouse. Whenever any of the conditions mentioned in subdivisions (a) to (e) of this section shall come into existence it shall be the duty of the warehouseman to notify immediately the chief of the Service of the existing condition. Before a license is revoked for any violation of, or failure to comply with, any provisions of the Act, or of these regulations, or upon the ground that unreasonable or exorbitant charges have been made for services rendered, the warehouseman involved shall be furnished by the Secretary, or his designated representative, a written statement specifying the charges and shall be allowed a reasonable time within which he may answer the same in writing and apply for a hearing, an opportunity for which shall be afforded in accordance with § 110.75.*

§ 110.8 *Return of suspended or revoked warehouse license.* When a license issued to a warehouseman terminates or is suspended or revoked by the Secretary, or his designated representative, it shall be returned to the Secretary. At the expiration of any period of suspension of such license, unless it be in the meantime revoked, the dates of the beginning and termination of the suspension shall be indorsed thereon and it shall be returned to the licensed warehouseman to whom it was originally issued, and it shall be posted as prescribed in § 110.6: *Provided,* That in the discretion of the chief of the Service a new license may be issued.*

§ 110.9 *Lost or destroyed warehouse license.* Upon satisfactory proof of the loss or destruction of a license issued to a warehouseman, a duplicate thereof, or a new license, may be issued under the same number.*

§ 110.10 *Unlicensed warehousemen must not represent themselves as licensed.* No warehouse or its warehouseman shall be designated as licensed under the Act and no name or description conveying the impression that it or he is so licensed shall be used, either in a receipt or otherwise, unless such warehouseman holds an unsuspended and unrevoked license for the conduct of such warehouse.*

WAREHOUSE BONDS

§ 110.11 *Time of filing.* Unless the warehouseman has previously filed with the Secretary the necessary bond required by § 110.12, he shall file such bond within a time, if any, specified by the Secretary, or his designated representative, such bond to cover all obligations arising thereunder during the period of the license.*

§ 110.12 *Basis of amount of bond; additional amounts.* (a) Exclusive of any amount which may be added in accordance with paragraphs (b) and (c) of this section, the amount of such bond shall be at the rate of 20 cents per case of canned foods of the maximum number of cases that the warehouse will accommodate when stored in the manner customary to the warehouse for which such bond is required, as determined by the chief of the Service, but not less than $5,000 nor more than $50,000. If such warehouseman has applied for licenses to conduct two or more warehouses in the same State, the assets applicable to all of which shall be subject to the liabilities of each, and shall desire to give a single bond meeting the requirements of the Act and these regulations for said warehouses, such warehouses shall be deemed to be one warehouse for the purposes of the bond required under §§ 110.11–110.15.

(b) In case of a deficiency in net assets under § 110.5, there shall be added to the amount of the bond fixed in accordance with paragraph (a) of this section an amount equal to such deficiency.

(c) If the Secretary, or his designated representative, finds the existence of conditions warranting such action, there shall be added to the amount fixed in accordance with paragraphs (a) and (b) of this section a further amount, fixed by him, to meet such conditions.*

§ 110.13 *Amendment to license.* If application is made under § 110.3 for an amendment to a license and no bond previously filed by the warehouseman under §§ 110.11–110.15 covers obligations arising during the period of such amendment, the warehouseman shall, when notice has been given by the Secretary or his designated representative, that his application for such amendment will be granted upon compliance by such warehouseman with the Act, file with the Secretary, within a time, if any, fixed in such notice, a bond complying with the Act, unless bond in sufficient amount has been filed since the filing of such application. In the discretion of the Secretary, a properly executed instrument in form approved by him, amending, extending, or continuing in force and effect the obligations of a valid bond previously filed by the warehouseman and otherwise complying with the Act and these regulations, may be filed in lieu of a new bond.*

§ 110.14 *New bond required each year.* Whenever a continuous form of license has been issued, such license shall not be effective beyond one year from its effective date unless the warehouseman shall have filed a new bond in the required amount with, and such bond shall have been approved by, the Secretary, or his designated representative, prior to the date on which that license would have expired had it been issued for but one year, subject to the provisions of § 110.13.*

§ 110.15 *Approval of bond.* No bond, amendment, or continuation thereof

shall be deemed accepted for the purpose of the Act and these regulations until it has been approved by the Secretary, or his designated representative.*

WAREHOUSE RECEIPTS

§ 110.16 *Form.* (a) Every receipt, whether negotiable or nonnegotiable, issued for canned foods stored in a warehouse shall, in addition to complying with the requirements of section 18 of the Act (42 Stat. 1284; 7 U.S.C. 260), embody within its written or printed terms the following: (1) The name of the licensed warehouseman and the designation, if any, of the warehouse; (2) the license number of the warehouse; (3) a statement whether the warehouseman is incorporated or unincorporated, and if incorporated, under what laws; (4) in the event the relationship existing between the warehouseman and any depositor is not that of strictly disinterested custodianship, a statement setting forth the actual relationship; (5) the lot number given to each lot of canned foods, in accordance with § 110.32; (6) a statement conspicuously placed, whether or not the canned foods are insured, and if insured, to what extent, by the warehouseman against loss by fire, lightning, or tornado; (7) a blank space designated for the purpose in which the kind of canned foods shall be stated; (8) a blank space where the code, can, or other identifying marks may be stated; (9) blank spaces where statements may be made indicating whether the canned foods are cased or uncased, labeled or unlabeled, and if labeled, the principal title of the label; (10) the number of cases and size of containers or cans; (11) the words "Negotiable" or "Nonnegotiable"; and (12) whether the receipt is an "original", "duplicate", or "copy", according to the nature of the receipt, clearly and conspicuously printed or stamped thereon.

(b) Unless otherwise required by the Secretary, or his designated representative, every receipt, whether negotiable or nonnegotiable, issued for canned foods stored in a warehouse shall specify a period, not exceeding one year, for which the canned foods are accepted for storage under the Act and these regulations. Except in the case of canned foods which may be stored only for less than one year, upon demand and surrender of the old receipt by the lawful holder thereof at or before the expiration of the period specified, the warehouseman, upon such lawful terms and conditions as may be granted by him to other depositors of canned foods in his warehouse, if he then continues to act as a licensed warehouseman, may issue a new receipt for a further specified period not exceeding one year; provided it is actually determined by a licensed inspector, or subject to the provisions of § 110.24 (b), by an employee of the Service, that the canned foods are in proper condition for storage for another year. Whenever it is determined by the Secretary, or his designated representative, that certain canned foods may not be safely stored beyond a fixed time, every receipt, whether negotiable or nonnegotiable, issued for such canned foods shall be plainly marked to show that such canned foods are not accepted for storage beyond such fixed time.

(c) The grade stated in a receipt issued for canned foods shall be stated as determined by a licensed grader, or, subject to the provisions of § 110.24 (b), by an employee of the Service who graded the canned foods on the basis of samples actually drawn not more than 10 days preceding the issuance of such receipt, and such receipt shall embody within its written or printed terms the following: (1) that the canned foods covered by the receipt were inspected and graded by a licensed inspector and grader, or by an official inspector and grader of the Department, as the case may be, and (2) a form of indorsement which may be used by the depositor, or his authorized agent, for showing the ownership of, and liens, mortgages, or other encumbrances on the canned foods covered by the receipt.

(d) Whenever the grade of canned foods is stated in a receipt issued for canned foods stored in a warehouse, such grade shall be determined in accordance with §§ 110.68–110.70.

(e) If a warehouseman issues a receipt omitting the statement of grade on request of the depositor as permitted by section 18 of the Act (42 Stat. 1284; 7 U.S.C. 260), such receipt shall have clearly and conspicuously stamped or written on the face thereof the words "Not graded on request of depositor."

(f) If a warehouseman issues a receipt under the Act omitting any information not required to be stated, for which a blank space is provided in the form of the receipt, a line shall be drawn through such space to show that such omission has been made by the warehouseman.*

§ 110.17 *Copies of receipts.* Either actual copies or skeleton copies of all receipts shall be made, and all copies, except skeleton copies or those issued in lieu of the original, in case of lost or destroyed receipts, shall have clearly and conspicuously printed or stamped thereon the words "Copy—Not negotiable."*

§ 110.18 *Lost or destroyed receipts; bond.* (a) In case of a lost or destroyed receipt, if there be no statute of the United States or law of a State applicable thereto, another receipt upon the same terms, subject to the same conditions, and bearing on its face the number and the date of the receipt in lieu of which it is issued and a plain and conspicuous statement that it is a duplicate issued in lieu of a lost or destroyed receipt, may be issued upon compliance with the conditions set out in paragraph (b) of this section.

(b) Before issuing such duplicate receipt the warehouseman shall require the depositor or other person applying therefor to make and file with the warehouseman (1) an affidavit showing that he is lawfully entitled to the possession of the original receipt, that he has not negotiated or assigned it, how the original receipt was lost or destroyed, and, if lost, that diligent effort has been made to find the receipt without success; and (2) a bond in amount double the value at the time the bond is given of the canned foods represented by the lost or destroyed receipt. Such bond shall be in the form approved for the purpose by the Secretary, or his designated representative, shall be conditioned to indemnify the warehouseman against any loss sustained by reason of the issuance of such duplicate receipt, and shall have as surety thereon preferably a surety company which is authorized to do business and is subject to service of process in a suit on the bond in the State in which the warehouse is located, or at least two individuals who are residents of such State and each of whom owns real property therein having a value, in excess of all exemptions and encumbrances, equal to the amount of the bond.*

§ 110.19 *Approval of form of receipt.* No receipt shall be issued by a licensed warehouseman except it be (a) in the form prescribed by the chief of the Service; (b) upon distinctive paper specified by him; (c) printed by a printer with whom the United States has a subsisting contract and bond for such printing; and (d) on paper manufactured by and procured from a manufacturer with whom the United States has a subsisting contract and bond for the manufacture of such paper.*

§ 110.20 *Partial delivery of canned foods.* If a warehouseman deliver a part only of a lot of canned foods for which he has issued a negotiable receipt under the act he shall take up and cancel such receipt and issue a new receipt in accordance with these regulations for the undelivered portion of the canned foods. The new receipt shall show the date of issuance and also indicate the number and date of the old receipt.*

§ 110.21 *Return of receipts before delivery of canned foods.* Except as permitted by law or by these regulations, a warehouseman shall not deliver canned foods for which he has issued a negotiable receipt until the receipt has been returned to him and canceled, and shall not deliver canned foods for which he has issued a nonnegotiable receipt until such receipt has been returned to him or he has obtained from the person lawfully entitled to such delivery, or his authorized agent, a written order therefor.*

§ 110.22 *Authority for delivery of canned foods on nonnegotiable receipts.* Each person to whom a nonnegotiable receipt is issued shall furnish the warehouseman with a statement in writing indicating the person or persons having power to authorize delivery of canned foods covered by such receipt, together with the bona fide signature of such person or persons. No licensed warehouseman shall honor an order for the release of canned foods covered by a nonnegotiable receipt until he has first ascertained

that the person issuing the order has authority to order such release and that the signature of the releasing party is genuine.*

§ 110.23 *Omission of grade; no compulsion by warehousemen.* No warehouseman shall, directly or indirectly, by any means whatsoever, compel or attempt to compel the depositor of any canned foods stored in his licensed warehouse to request the issuance of a receipt omitting the statement of grade.*

DUTIES OF LICENSED WAREHOUSEMAN

§ 110.24 *Canned foods must be inspected.* (a) No licensed warehouseman shall store canned foods in his licensed warehouse and issue a receipt therefor unless an inspector licensed under this Act, or, subject to the provisions of paragraph (b) of this section, an inspector and/or grader employed by the Service and authorized by the Secretary, or his designated representative, to inspect and/or grade canned foods in connection with any canned foods inspection service of the Service, has examined them, found them to be in proper condition for storage, and issued an approved certificate certifying as to the condition and/or grade of the canned foods, not more than 10 days prior to the issuance of such receipt. Under no conditions shall swells, springers, leakers, or rusty cans, or any canned foods known to be in violation of either State or Federal food and drugs laws be accepted for storage.

(b) If at any time a warehouseman shall have canned foods, stored or to be stored in his licensed warehouse, inspected and/or graded by an authorized employee of the Service, in lieu of a licensed inspector and/or grader, the samples to be inspected and/or graded shall be drawn in an amount and in a manner specified by the Secretary, or his designated representative, by an employee of the Department or by the warehouseman or his representative, neither of whom shall be financially interested in such canned foods other than as a bailee for hire, and such Service employee shall issue to the warehouseman the approved form of certificate reciting his findings.*

§ 110.25 *Insurance; requirements.* (a) Each warehouseman, when so requested in writing by the depositor of or the lawful holder of the receipt for canned foods, shall, to the extent to which in the exercise of due diligence, he is able to procure such insurance, keep such canned foods while in his custody insured in his own name, or arrange for their insurance otherwise, to the extent so requested, against loss or damage by fire, lightning, or tornado. When insurance is not carried in the warehouseman's name the receipt shall show that the canned foods are not insured by him. Such insurance shall be covered by lawful policies issued by one or more insurance companies authorized to do such business, and subject to service of process in suits brought, in the State where the warehouse is located. If the warehouseman is unable to procure such insurance to the extent requested, he shall, orally or by telegraph or by telephone and at his own expense, immediately notify the person making the request. Nothing in this section shall be construed to prevent a warehouseman from adopting a rule that he will insure all canned foods.

(b) Each warehouseman shall keep exposed conspicuously in the place prescribed by § 110.6 and at such other place as the chief of the Service or his representative, may from time to time designate, a notice stating briefly the conditions under which canned foods will be insured against loss or damage by fire, lightning, or tornado.

(c) Each warehouseman shall take promptly such steps as may be necessary and proper to collect any moneys which may become due under contracts of insurance entered into by him for the purpose of meeting the requirements of these regulations and shall, as soon as collected, pay promptly to the persons concerned any portion of such moneys which they may be entitled to receive from him.*

§ 110.26 *Premiums; inspections; reports.* Each warehouseman shall, in accordance with his contracts with insurance and bonding companies for the purpose of meeting the insurance and bonding requirements of these regulations, pay such premiums, permit such reasonable inspections and examinations, and make such reasonable reports as may be provided for in such contracts.*

§ 110.27 *Care of canned foods in storage.* Each warehouseman shall at all times exercise such care in regard to the canned foods in his custody as a reasonably careful owner would exercise under the same circumstances and conditions.*

§ 110.28 *Care of nonlicensed canned foods, or other commodities.* If at any time a warehouseman shall handle canned foods other than for storage, or shall handle or store any other commodity, he shall so protect the same and otherwise exercise such care with respect to them as not to endanger the canned foods in his custody as a licensed warehouseman or impair his ability to meet his obligations and perform his duties under the Act and these regulations. If the warehouseman shall store commodities other than those for which he is licensed, a nonlicensed receipt shall be issued, which shall contain in its terms a provision that said commodities are accepted for storage only until such time as the space which they may occupy may be needed for products for the storage of which the warehouseman is licensed. Under no circumstances shall any commodities for the storage of which the warehouseman is not licensed be stored if the storage of such commodities might adversely affect the commercial value of or impair the insurance on canned foods covered by licensed receipts.*

§ 110.29 *Records to be kept in safe place.* Each warehouseman shall provide a metal fireproof safe, a fireproof vault, or a fireproof compartment in which he shall keep, when not in actual use, all records, books, and papers pertaining to the warehouse, including his receipt books, copies of receipts issued, and canceled receipts, except that with the written consent of the chief of the Service, or his representative, upon a showing by such warehouseman that it is not practicable to provide such fireproof safe, vault, or compartment, he may keep such records, books and papers in some other place of safety approved by the chief of the Service or his representative. All canceled receipts shall be arranged by the warehouseman in numerical order as soon as possible after their cancellation and shall be preserved in numerical order thereafter.*

§ 110.30 *Warehouse charges.* A warehouseman shall not make any unreasonable or exorbitant charge for service rendered. Before a license to conduct a warehouse is granted under the Act the warehouseman shall file with the Service a dated copy of his rules and schedule of charges to be made by him if licensed. Before making any change in such rules or schedule of charges, he shall file with the Service a statement in writing showing the proposed change and the reasons therefor. Each warehouseman shall keep exposed conspicuously in the place prescribed by § 110.6, and at such other places, accessible to the public, as the chief of the Service or his representative may from time to time designate, a copy of his current rules and schedule of charges.*

§ 110.31 *Business hours.* (a) Each warehouse shall be kept open for the purpose of receiving canned foods for storage and delivering canned foods out of storage every business day for a period of not less than six hours between the hours of 8 a. m. and 6 p. m., except as provided in paragraph (b) of this section. The warehouseman shall keep conspicuously posted on the door of the public entrance to his office and to his warehouse a notice showing the hours during which the warehouse will be kept open, except when such office or warehouse is kept open continuously from 8 a. m. to 6 p. m.

(b) If the warehouse is not to be kept open as above required, the notice shall state the period during which it is to be closed and the name and address of an accessible person authorized to make delivery upon lawful demand and surrender of the receipt;*

§ 110.32 *Numbered tags to be attached to canned foods.* Each warehouseman shall, upon acceptance for storage of any lot of canned foods, so store the same that the identity of the lot will be preserved. To each lot of canned foods he shall assign a lot number and shall affix a stack card or identification tag, which shall be at all times visible and shall identify the lot.*

§ 110.33 *Identification tag.* The warehouseman shall indicate on the stack card or identification tag mentioned in § 110.32 (a) the lot number assigned to the lot of canned foods; (b) the number of cases in the lot; (c) the size of the cans

or containers; (d) the can, code, or other identifying marks on the cans, if any; (e) the number of the receipt issued covering the lot; (f) the date they entered storage; (g) the kind and grade of canned foods, when grade is determined.*

§ 110.34 *System of accounts.* Each warehouseman shall use for his warehouse a system of accounts, approved for the purpose by the chief of the Service, or his authorized representative, which shall show for each lot of canned foods the name and address of the depositor, the lot number mentioned in § 110.32, the can, code, or other identifying marks of the lot, the number of cases, size of containers, the grade, when grade is required to be or is ascertained, the dates received for and delivered out of storage, the receipts issued and canceled, a separate record for each depositor, and such accounts shall include a detailed record of all moneys received and disbursed and of all effective insurance policies.*

§ 110.35 *Reports.* Each warehouseman shall, from time to time, make such reports as the Service may require, on forms prescribed and furnished for the purpose by the Service, concerning the condition, contents, operation, and business of the warehouse.*

§ 110.36 *Copies of reports to be kept.* Each warehouseman shall keep on file, as a part of the records of the warehouse, for such period as may be prescribed by the Service, an exact copy of each report submitted by such warehouseman under §§ 110.35 and 110.49.*

§ 110.37 *Canceled receipts; auditing.* Each warehouseman, when requested by the Service, shall forward his canceled receipts for auditing to Washington or to such field offices of the Service as may be designated from time to time. For the purpose of this section, only such portion as the Service may designate of each canceled receipt, numbered to correspond with the actual receipt number, need be submitted.*

§ 110.38 *Inspection and examination of warehouse.* Each warehouseman shall permit any officer or agent of the department, authorized by the Secretary for the purpose, to enter and inspect or examine at any time any warehouse for the conduct of which such warehouseman holds a license, the office thereof, the books, records, papers, and accounts relating thereto, and the contents thereof, and shall furnish such officer or agent, when he so requests, the assistance necessary to enable him to make such inspection or examination under this section.*

§ 110.39 *Weighing, testing, measuring apparatus.* The apparatus used for determining the weight, quantity, or quality stated in a receipt or certificate shall be subject to examination by any officer or agent of the department employed for such purpose. If the Service shall disapprove such apparatus, it shall not thereafter, unless such disapproval be withdrawn, be used in ascertaining the weight, quantity, or quality of canned foods for the purposes of the Act and these regulations.*

§ 110.40 *Care of warehouses.* Each warehouseman shall keep the stock stored in his licensed warehouse in an orderly manner, shall provide sufficient aisle space so as to permit easy and ready access to any and all lots of canned foods stored therein, and shall so store each lot as to facilitate sampling of canned foods and inspection for condition. The warehouseman shall at all times keep his warehouse clean.*

§ 110.41 *Proper storage.* The warehouseman shall not stack or cause to be stacked canned foods generally known as acid products in close proximity to steam or hot-water radiators or immediately under a metal roof.*

§ 110.42 *Proper ventilation.* The warehouseman shall take such steps as can be consistently taken to so ventilate his storage that a uniformly cool temperature will be maintained in his warehouse.*

§ 110.43 *Heat to be provided.* The warehouseman shall provide heat when necessary to avoid freezing.*

§ 110.44 *Signs of tenancy.* (a) Every warehouseman operating a "field" or "custodian" warehouse shall, during the life of his license, display and maintain appropriate signs on the licensed warehouse, both on the inside and on the exterior walls of the warehouse, and particularly on doors and usual places of entry, in such a manner as will ordinarily be calculated to give the public correct notice of his tenancy of all buildings or parts thereof included in his license.

(b) Such signs shall be of such size and design as to readily attract the attention of the public and shall include the following: (1) the name and license number of the licensee; (2) the name of the warehouse; (3) whether the warehouseman is owner or lessee; and (4) the words "Public Warehouse".

(c) Such other wording or lettering may appear in the sign or signs not inconsistent with the purpose of the Act and these regulations, subject to the approval of the Service.

(d) Immediately upon its expiration, suspension, or revocation all reference to the license shall be removed from the warehouse.

(e) No sign indicating control, tenancy, or ownership of a licensed warehouse by any person other than the licensee shall appear on any such warehouse.*

§ 110.45 *Deteriorating canned foods; handling.* If a licensed warehouseman or the licensed inspector considers that any canned foods in the licensed warehouse are out of condition or becoming so, the warehouseman shall direct the licensed inspector to examine the canned foods in question or request the Service to have one of its authorized inspectors examine such canned foods, and, if such inspector finds such canned foods to be out of condition or becoming so, the warehouseman shall give immediate notice of the facts in the manner and to the persons specified in § 110.46.*

§ 110.46 *Notification of deteriorating canned foods.* (a) The notice required by § 110.45 shall state (1) the warehouse in which the canned foods are stored; (2) the quantity, kind and grade of the canned foods at the time the notice is given; (3) the actual condition of the canned foods as nearly as can be ascertained, and the reason, if known, for such condition; and (4) the outstanding receipts covering the canned foods in question, giving the number and date of each such receipt and the quantity, the kind, and grade of the canned foods as stated in each such receipt.

(b) A copy of such notice shall be delivered in person or shall be sent by mail (1) to the persons holding the receipts if known to the warehouseman; (2) to the person who originally deposited the canned foods; (3) to any other persons known by the licensed warehouseman to be interested in the canned foods; (4) to the chief of the Service; and (5) public notice shall also be given by posting a copy of such notice at the place where the warehouseman is required to post his license. If the holders of the receipts and the owners of the canned foods are known to the warehouseman and can not in the regular course of the mails be reached within 12 hours, the warehouseman shall, whether or not requested so to do, also immediately notify such persons by telegraph or telephone at their expense.

(c) Any person interested in any canned goods or the receipt covering such canned foods stored in a licensed warehouse may, in writing, notify the warehouseman of his interest, and such warehouseman shall keep a record of that fact. If such person requests in writing that he be notified regarding the condition of any such canned foods and agrees to pay the cost of any telegraph or telephone toll charge, such warehouseman shall notify such person in accordance with such request.

(d) If the canned foods advertised in accordance with the requirements of this section have not been disposed of by the owner thereof within five days from the dispatch of notice of their being out of condition, the warehouseman may sell the same at public auction at the expense and for the account of the owner. Before such sale the warehouseman shall consult with proper State and Federal officials administering food and drug laws to ascertain whether the sale of the canned foods might violate either the State or Federal laws.

(e) Nothing contained in this section shall be construed as relieving the warehouseman from properly caring for any canned foods after sending notification of their condition in accordance with this section.*

§ 110.47 *Excess storage.* If at any time a warehouseman shall be offered for storage in his warehouse canned foods in excess of the licensed capacity as shown on his license, he shall not accept such canned foods until he has first secured authority through an amended license,

and after such authority has been granted, the warehouseman shall continue to so arrange the canned foods as not to obstruct free access thereto and the proper use of sprinklers or other fire-protection equipment provided for such warehouse.*

§ 110.48 *Removal from storage.* Except when it may be necessary to protect the canned foods due to an emergency, or as may be permitted by law or these regulations, a warehouseman shall not remove any canned foods from the warehouse, or the part thereof designated in the receipt, unless such receipt is first surrendered and canceled. If any canned foods are removed from the warehouse prior to the return and cancellation of the receipt, the warehouseman shall immediately notify the chief of the Service of such removal and the necessity therefor.*

§ 110.49 *Fire loss to be reported by wire.* If at any time a fire shall occur at or within any licensed warehouse, it shall be the duty of the warehouseman to report immediately by telegraph to the chief of the Service the occurrence of such fire and the extent of damage.*

§ 110.50 *Copies of inspection certificates; filing.* When an inspection or grade certificate has been issued by a licensed inspector or grader, a copy of such certificate shall be filed with the warehouseman in whose warehouse the canned foods covered by such certificate are stored, and such certificate shall become a part of the records of the warehouseman.*

§ 110.51 *Signatures on warehouse receipts; filing.* Each warehouseman shall file with the department the name and genuine signature of each person authorized to sign warehouse receipts for the licensed warehouseman, and shall promptly notify the department of any changes as to persons authorized to sign, and shall file signatures of such persons.*

FEES

§ 110.52 *Warehouse license fees.* There shall be charged, assessed, and collected a fee of $10 for each warehouseman's license or any amendment thereto, and a fee of $3 for each license issued to each inspector and/or grader.*

§ 110.53 *Warehouse inspection fees.* There shall be charged, assessed, and collected for each original examination or inspection of a warehouse under the Act, when such examination or inspection is made upon application by a warehouseman, a fee at the rate of $1 for each 2,000 cases of the storage capacity, or fraction thereof, determined in accordance with § 110.12 (a), but in no case less than $10 nor more than $200, and for each reexamination or reinspection applied for by such warehouseman a fee based on the extent of the reexamination or reinspection, proportioned to but not greater than that prescribed for the original examination or inspection.*

§ 110.54 *Advance deposit.* Before any warehouseman's license, or amendment thereto, or any inspector's and/or grader's license is granted, or before an original examination or reexamination applied for by a warehouseman is made, the warehouseman, the inspector, and/or grader shall deposit with the Service the amount of the fee prescribed therefor. Such deposit shall be made in the form of a check, certified if required by the Service, or post office or express money order, payable to the order of "Treasurer of the United States".*

§ 110.55 *Return of excess deposit.* The Treasurer of the United States shall hold in a special deposit account each advance deposit made under § 110.54 until the fee, if any, is assessed and he is furnished by the Service with a statement showing the amount thereof and against whom assessed. Any part of such advance deposit which is not required for the payment of any fee assessed shall be returned to the party depositing the same.*

LICENSED INSPECTORS AND GRADERS

§ 110.56 *Inspector's and grader's application.* (a) Applications for licenses to inspect and/or grade canned foods under the Act shall be made to the chief of the Service on forms furnished for the purpose by him.

(b) Each such application shall be signed by the applicant, shall be verified by him under oath or affirmation administered by a duly authorized officer, and shall contain or be accompanied by (1) satisfactory evidence that he has passed his twenty-first birthday; (2) the name and location of a warehouse or warehouses licensed, or for which application for license has been made under the Act, in which canned foods sought to be inspected and/or graded under such license are or may be stored; (3) a statement from the warehouseman conducting such warehouse showing whether the applicant is competent and is acceptable to such warehouseman for the purpose; (4) satisfactory evidence that he has had at least two years' experience in the inspection and/or grading of the kind of canned foods for which a license is sought or the equivalent of such experience and that he is competent to perform such services; (5) a statement by the applicant that he agrees to comply with and abide by the terms of the Act and these regulations so far as the same may relate to him; and (6) such other information as the Service may deem necessary provided that when an application for a license to inspect and/or grade canned foods is filed by a person who does not intend to serve any one licensed warehouseman but who does intend to inspect and/or grade canned foods stored or to be stored in a licensed warehouse or warehouses and to issue inspector's and/or grader's certificates therefor, as provided for by the Act and these regulations, independent of the warehouse receipts issued to cover such canned foods, it shall not be necessary to furnish such statement as is required by subparagraph (3) of this paragraph.

(c) The applicant shall at any time furnish such additional information as the Secretary, or his designated representative, shall find to be necessary to the consideration of his application.*

§ 110.57 *Examination of applicant.* Each applicant for a license as an inspector and/or grader and each licensed inspector and/or grader shall, whenever requested by an authorized agent of the department, submit to an examination or test to show his ability properly to perform the duties for which he is applying for license or for which he has been licensed.*

§ 110.58 *Posting of license.* Each licensed inspector and/or grader shall keep his license conspicuously posted in the office where all or most of the inspecting is done.*

§ 110.59 *Duties of licensees.* Each inspector and/or grader, when requested, shall, without discrimination, as soon as practicable, and upon reasonable terms, inspect and/or grade and certificate the condition, and/or grade of canned foods stored or to be stored in a licensed warehouse if such canned foods be offered to him under such conditions as permit proper inspection, and/or grading, and the determination of the condition and/or grade thereof, as the case may be. Each such licensee shall give preference to persons who request his services as such over persons who request his services in any other capacity. No inspection and/or grade certificate shall be issued under the Act for canned foods not stored or not to be stored in a licensed warehouse.*

§ 110.60 *Inspection and grade certificates; form.* Each inspection and/or grade certificate issued under the Act by a licensed inspector or grader shall be in a form approved for the purpose by the Service and shall embody within its written or printed terms (a) the caption "United States Warehouse Act Canned Foods Inspection and/or Grade Certificate"; (b) whether it is an original, duplicate, or other copy; (c) the name and location of the warehouse in which the canned foods are or are to be stored; (d) the date of the certificate; (e) the location of the canned foods at the time of the inspection and/or grading; (f) the identification or lot number of each lot of canned foods in accordance with § 110.32; (g) the number of cases in the lot; (h) the number of cans in each case and size of cans; (i) the grade of the canned foods; (j) the kind of canned foods; (k) the can or code marks of each lot, if any; (l) the title of the principal label, if labeled; (m) that the certificate is issued by a licensed inspector and/or grader under the United States Warehouse Act and regulations thereunder; (n) a blank space in which any general remarks on the condition, grade, or other pertinent information may be shown; (o) any other matter not inconsistent with the Act or these regulations, provided the approval of the Service is first obtained; (p) the signature of the licensed inspector, and/or grader. Under no circum-

stances shall certificates be issued for products known to be in violation of Federal or State food and drugs laws.*

§ 110.61 *Copies of certificates to be kept.* Each licensed inspector and/or grader shall keep for a period of one year in a place accessible to persons financially interested in the canned foods a copy of each certificate issued by him under these regulations and shall file a copy of each such certificate with the warehouse in which the canned foods covered by the certificate are stored.*

§ 110.62 *Licensees to permit and assist in examination.* Each licensed inspector and/or grader shall permit any officer or agent of the department, authorized by the Secretary, or his designated representative, for the purpose, to inspect or examine at any time his books, papers, records, and accounts relating to the performance of his duties under the Act and these regulations and shall with the consent of the warehouseman concerned, assist any such officer or agent in the inspection or examination of records mentioned in § 110.34 as far as any such inspection or examination relates to the performance of the duties of such licensed inspector and/or grader under the Act and these regulations.*

§ 110.63 *Reports.* Each licensed inspector, and/or grader shall, from time to time, when requested by the Service, make reports on forms furnished for the purpose by the Service bearing upon his activities as such licensed inspector and/or grader.

§ 110.64 *Licenses; suspension; revocation.* Pending investigation, the Secretary, or his designated representative, may, whenever he deems necessary, suspend the license of an inspector and/or grader temporarily without hearing. Upon a written request and a satisfactory statement of reasons therefor, submitted by the licensed inspector and/or grader, or when the inspector and/or grader has ceased to perform such services at the warehouse, the Secretary, or his designated representative, may, without hearing, suspend or revoke the license issued to such inspector and/or grader. The Secretary, or his designated representative, may, after opportunity for hearing, when possible, has been afforded in the manner prescribed in this section, suspend or revoke a license issued to an inspector and/or grader when such inspector and/or grader has in any manner become incompetent or incapacitated to perform the duties of a licensed inspector and/or grader. As soon as it shall come to the attention of a warehouseman that any of the conditions mentioned in this section exist, it shall be his duty to notify in writing the Service. Before the license of any inspector and/or grader is suspended or revoked pursuant to section 12 of the Act (46 Stat. 1464; 7 U.S.C. 253), such licensee shall be furnished by the Secretary, or his designated representative, a written statement specifying the charges, and shall be allowed a reasonable time within which he may answer the same in writing and apply for a hearing, an opportunity for which shall be afforded in accordance with § 110.75.*

§ 110.65 *Suspended or revoked license; return; termination of license.* (a) If a license issued to an inspector and/or grader is suspended or revoked by the Secretary, or by his designated representative, it shall be returned to the Secretary. At the expiration of any period of suspension of a license, unless in the meantime it be revoked, the dates of the beginning and termination of the suspension shall be indorsed thereon, and it shall be returned to the inspector and/or grader to whom it was originally issued, and it shall be posted as prescribed in § 110.58, provided that in the discretion of the chief of the Service a new license may be issued without reference to such suspension.

(b) Any license issued to an inspector and/or grader, shall automatically be suspended or terminated as to any warehouse whenever the license of such warehouse shall expire or shall be suspended or revoked. Thereupon the license of such inspector and/or grader shall be returned to the Secretary. If such license is applicable to warehouses other than those for which the licenses have been suspended or revoked, the Secretary, or his designated representative, shall issue a new license to the inspector and/or grader, omitting the names of the warehouses for which licenses have been so suspended or revoked. Such new licenses shall be posted as prescribed in § 110.58.*

§ 110.66 *Lost or destroyed licenses.* Upon satisfactory proof of the loss or destruction of a license issued to an inspector and/or grader, a duplicate thereof may be issued under the same number.*

§ 110.67 *Unlicensed inspector and grader; misrepresentation.* No person shall in any way represent himself to be an inuspector and/or grader under the Act unless he holds an unsuspended or unrevoked license under the Act.*

CANNED FOODS INSPECTION, GRADING, AND CLASSIFICATION

§ 110.68 *Classification statement.* Whenever the kind, grade, or other class or condition of canned foods is required to be or is stated for the purpose of this Act and these regulations, it shall be stated in accordance with §§ 110.68–110.70.*

§ 110.69 *Standards to be used.* Until such time as official marketing grades of the United States have been promulgated and are in effect, for the purpose of administering this Act and these regulations, the kind and grade of canned foods shall be stated as far as applicable (a) in accordance with any tentative standards of the department; (b) in the absence of Federal standards in accordance with the State standards, if any, established in the State in which the warehouse is located; (c) in the absence of any State standards, in accordance with the standards, if any, adopted by any canned foods organization or by the canned foods trade generally in the locality in which the warehouse is located, subject to the disapproval of the chief of the Service; or (d) in the absence of the aforesaid standards in accordance with any standards approved by the chief of the Service.*

§ 110.70 *Statement of kind, grade, condition.* Whenever the kind, grade, or other class or condition of canned foods is stated for the purposes of this Act and these regulations, the terms used shall be correctly applied and shall be so selected as not to convey a false impression of the canned foods. In case of doubt as to the kind, grade, or condition of a given lot of canned foods, a determination shall be made of such facts by drawing samples fairly representative of the contents of the lot of canned foods offered for storage.*

APPEAL OF GRADES

§ 110.71 *Procedure.* (a) If a question arises as to whether the kind, grade, or condition of the canned foods was correctly stated in a receipt or grade certificate issued under the Act or these regulations, the warehouseman concerned or any person financially interested in the canned foods involved may, after reasonable notice to the other party, submit the question to the chief of the Service, who may appoint a committee to make a determination. The decision of the committee shall be final, unless the chief shall direct a review of the question. Immediately upon making its decision, the committee shall issue a certificate embodying its findings to the appellants and to the licensee or licensees involved.

(b) If the decision of the committee be that the kind, grade, or condition was not correctly stated, the receipt or certificate involved shall be returned to and be canceled by the licensee who issued it, and the licensee shall issue in lieu thereof a new receipt or certificate embodying therein the statement of kind, grade, or condition in accordance with the findings of the committee.

(c) All necessary and reasonable expenses of such determination shall be borne by the losing party, unless the chief of the Service or his representative shall decide that the expense should be prorated between the parties.*

MISCELLANEOUS

§ 110.72 *Bonds required.* Every person applying for a license or licensed under section 9 of the Act (46 Stat. 1464; 7 U.S.C. 248), shall, as such, be subject to all portions of these regulations except § 110.5 so far as they may relate to warehousemen. If there is a law of any State providing for a system of warehouses owned, operated, or leased by such State, a person applying for a license under section 9 of the Act, to accept the custody of canned foods and to store the same in any of said warehouses, may, in lieu of a bond or bonds, complying with §§ 110.11, 110.12, file with the Secretary a single bond meeting the requirements of the

Act and these regulations, in such form and in such amount not less than $5,000 as he shall prescribe, to insure the performance by such person with respect to the acceptance of the custody of canned foods and their storage in the warehouses in such system for which licenses are or may be issued, of his obligations arising during the periods of such licenses or amendments thereto. In fixing the amount of such bond consideration shall be given, among other appropriate factors, to the character of the warehouses involved, their actual or contemplated capacity, the bonding requirements of the State, and its liability with respect to such warehouses. If the Secretary, or his designated representative, shall find the existence of conditions warranting such action, there shall be added to the amount of the bond so fixed a further amount, fixed by him, to meet such conditions.*

§ 110.73 *Publications.* Publications under the Act and these regulations shall be made in such media as the chief of the Service may from time to time designate.*

§ 110.74 *Information of violations.* Every person licensed under the Act shall immediately furnish the Service any information which comes to the knowledge of such persons tending to show that any provision of the Act or these regulations has been violated.*

§ 110.75 *Procedure in hearings.* For the purpose of a hearing under the Act and these regulations, except § 110.71, the licensee involved shall be allowed a reasonable time, fixed by the Secretary, or his designated representative, within which affidavits and other proper evidence may be submitted. If requested by the licensee within such time, an oral hearing, of which reasonable notice shall be given, shall be held before, and at a time and place fixed by, the Secretary, or his designated representative. The testimony of the witnesses at such oral hearing shall be upon oath or affirmation administered by the official before whom the hearing is held, when required by him. Such oral hearing may be adjourned by him from time to time. After reasonable notice to all parties concerned, the deposition of any witness may be taken at a time and place and before a person designated for the purpose by the Secretary, or his designated representative. Every written entry in the records of the department made by an officer or employee thereof in the course of his official duty, which is relevant to the issue involved in a hearing, shall be admissible as prima facie evidence of the facts stated therein without the production of such officer or employee. Copies of all papers and all the evidence submitted or considered in such hearing shall be made a part of the records of the department. The records and, when there has been an oral hearing other than by the Secretary, the recommendation of the official holding such oral hearing shall be transmitted to the Secretary for his consideration. Each party shall pay all expenses contracted by him in connection with any hearing under this section.*

§ 110.76 *One document and one license to cover several products.* A license may be issued for the storage of two or more agricultural products in a single warehouse. Where such a license is desired, a single application, inspection, bond, record, report or other paper, document or proceeding relating to such warehouse, shall be sufficient unless otherwise directed by the chief of the Service.*

§ 110.77 *Combination warehouse; bond; assets.* Where such license is desired the amount of the bond, net assets, and inspection and license fees shall be determined by the chief of the Service in accordance with the regulations applicable to the particular agricultural product which would require the largest bond and the greatest amount of net assets and of fees applicable to the particular compartment or compartments to be licensed.*

§ 110.78 *Amendments.* Any amendment to, or revision of, these regulations, unless otherwise stated therein, shall apply in the same manner to persons holding licenses at the time it becomes effective as it applies to persons thereafter licensed under the Act.*

Done at Washington, D. C., this 3rd day of February 1941. Witness my hand and the seal of the Department of Agriculture.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-796; Filed, February 3, 1941; 11:24 a. m.]

CHAPTER VII—AGRICULTURAL ADJUSTMENT ADMINISTRATION

[41-Tob-33 (Revised)]

PART 726—FIRE-CURED AND DARK AIR-CURED TOBACCO

PROCEDURE FOR THE DETERMINATION OF FIRE-CURED AND DARK AIR-CURED TOBACCO ACREAGE ALLOTMENTS FOR 1941[1]

FIRE-CURED TOBACCO

General

DARK AIR-CURED TOBACCO

General

FIRE-CURED TOBACCO

General

§ 726.306 *Definitions.* As used in this procedure and in all instructions, forms, and documents in connection therewith, the words and phrases defined in this section shall have the meanings herein assigned to them, unless the context or subject-matter otherwise requires.

(a) "Fire-Cured Tobacco Allotment Procedure for 1941" means this Form 41-Tob-33 (Revised).

(b) "Local committee" means the county and community committees utilized under the Act. "County committee" or "community committee" shall have corresponding meanings in the connecnection in which they are used.

(c) "New farm" means a farm on which fire-cured tobacco was not produced in any of the five years 1936 to 1940 but on which fire-cured tobacco will be produced in 1941.

(d) "Old farm" means a farm on which fire-cured tobacco was produced in one or more of the five years 1936 to 1940, and on which fire-cured tobacco will be produced in 1941.

(e) "Operator" means the person who, as owner, landlord, or tenant, is in charge of the supervision and the conduct of the farming operations on the entire farm.

(f) "State Committee" means the group of persons so designated within any State to assist in the administration in the State of the Act.

(g) "Dark tobacco" means fire-cured tobacco and dark air-cured tobacco.

[1] This procedure supersedes and replaces the "Procedure for Determination of Fire-cured and Dark Air-cured Tobacco Acreage Allotments for 1941" approved January 9, 1941 by the Secretary of Agriculture (6 F.R. 213). Therefore, §§ 726.306 to 726.317 are stricken out and the following new sections inserted in lieu thereof.

(h) "Fire-cured tobacco" means tobacco classified in Service and Regulatory Announcement Numbered 118 of the Bureau of Agricultural Economics of the United States Department of Agriculture as types 21, 22, 23, and 24, collectively known as fire-cured tobacco.

(i) "Dark Air-Cured Tobacco" means tobacco classified in Service and Regulatory Announcement Numbered 118 of the Bureau of Agricultural Economics of the United States Department of Agriculture as types 35 and 36 and described as dark air-cured tobacco in the Agricultural Adjustment Act of 1938, as amended.*

*§§ 726.306 to 726.317, inclusive, and §§ 726.356 to 726.367, inclusive, issued pursuant to authority contained in sections 313 and 375 of the Agricultural Adjustment Act of 1938, as amended.

§ 726.307 *Extent of calculations and rule of fractions.* All acreages shall be calculated to the nearest one-tenth of an acre. Fractions of fifty-one thousandths of an acre or more shall be rounded upward, and fractions of five-hundredths of an acre or less shall be dropped. For example, 1.051 would become 1.1 and 1.050 would become 1.0.*

§ 726.308 *Instructions and forms.* The Administrator of the Agricultural Adjustment Administration of the United States Department of Agriculture shall cause to be prepared and issued with his approval such instructions and such forms as may be necessary or expedient for carrying out this procedure.*

§ 726.309 *Applicability of procedure.* This Fire-cured Tobacco Procedure for 1941 shall relate to, and be effective for, the establishment of farm acreage allotments for fire-cured tobacco for the year 1941.*

Determination of Fire-cured Tobacco Acreage Allotments and Yields for Old Farms

§ 726.310 *1941 Fire-cured tobacco acreage allotments for old farms.* The 1941 fire-cured tobacco acreage allotment for an old farm shall be the preliminary 1941 fire-cured tobacco acreage allotment for the farm adjusted in accordance with § 726.312.*

§ 726.311 *Determination of preliminary 1941 fire-cured tobacco acreage allotment.* The preliminary 1941 fire-cured tobacco acreage allotment for an old farm shall be that percent of the 1941 fire-cured tobacco normal acreage for the farm which the 1941 State acreage allotment for fire-cured tobacco is of the 1941 normal acreage of fire-cured tobacco for all old farms in the State: *Provided,* That if the acreage allotment so determined for any farm (except a farm operated, controlled, or directed by a person who also operates, controls, or directs another farm on which fire-cured tobacco is produced) is less than that acreage which with the normal yield would produce 2,400 pounds of tobacco, then such acreage allotment shall be increased to the smaller of 120 percent thereof, or that acreage which when multiplied by the normal yield would produce 2,400 pounds of fire-cured tobacco.

(a) *Determination of 1941 normal acreage for old fire-cured tobacco farm.* The 1941 normal acreage for an old fire-cured tobacco farm shall be the 1940 fire-cured tobacco acreage allotment plus diversion.

(b) *Determination of "1940 Fire-cured tobacco acreage allotments".* The 1940 fire-cured tobacco acreage allotment for an old farm shall be (1) the 1940 fire-cured and dark air-cured tobacco acreage allotment if fire-cured tobacco was the only kind of dark tobacco produced on the farm during the five-year period 1936–1940; or (2) that proportion of the 1940 fire-cured and dark air-cured tobacco acreage allotment which the acreage of fire-cured tobacco was of the total acreage of dark tobacco produced on the farm in the most recent year of the five-year period 1936–1940 in which both kinds of dark tobacco were produced on such farm: *Provided,* That, if the State committee, upon the recommendation of the county committee, determines that the acreage of fire-cured tobacco produced on the farm in such year is not a normal relationship between acreage of fire-cured and dark air-cured tobacco for the farm, then the 1940 fire-cured tobacco acreage allotment shall be that proportion of the 1940 fire-cured and dark air-cured tobacco acreage allotment which the acreage of fire-cured tobacco was of the total acreage of dark tobacco produced on the farm in any other year of the five-year period 1936–1940, inclusive. Notwithstanding the foregoing provisions of this paragraph, the sum of the 1940 fire-cured tobacco acreage allotment and the 1940 dark air-cured tobacco acreage allotment shall not be larger than the 1940 fire-cured and dark air-cured tobacco acreage allotment.

(c) *Determination of the 1940 "allotment plus diversion."* The 1940 allotment plus diversion for any farm shall be computed as follows:

1940 fire-cured tobacco allotment plus diversion

Size of 1940 fire-cured tobacco acreage allotment:	% *of allotment*
3.5 acres or less	145
3.6 acres	153
3.7 acres	160
3.8 acres	166
3.9 acres or more	175

The above method of determining preliminary 1941 fire-cured tobacco acreage allotments will result in a preliminary 1941 acreage allotment for fire-cured tobacco equal to 75 percent of the 1940 fire-cured tobacco acreage allotment for a farm. Therefore, the committee may, in lieu thereof, use 75 percent of the 1940 fire-cured tobacco acreage allotment determined in accordance with paragraph B above as the 1941 preliminary acreage allotment.*

§ 726.312 *Adjustment of the preliminary 1941 fire-cured tobacco acreage allotment.* An acreage not in excess of 2 percent of the 1941 State acreage allotment for fire-cured tobacco shall be apportioned to each county in the State on the basis of the percentage the total 1940 fire-cured tobacco acreage allotment in each county is of the 1941 State acreage allotment for fire-cured tobacco, adjusted between counties, as recommended by the State committee and approved by the Regional Director, in such manner as will be fair and equitable, taking into consideration the land, labor, and equipment available for the production of fire-cured tobacco in the different counties in the State. Such acreage shall be used by the local committees as hereinafter provided in this section if the committees find that such action will establish allotments which are fair and equitable taking into consideration the past acreage of fire-cured tobacco grown on the farm; land, labor and equipment available for the production of fire-cured tobacco; crop rotation practices and the adaptability of the soil to the growing of fire-cured tobacco. The acreage available in each county may be used for establishing 1941 fire-cured acreage allotments and for adjusting upward preliminary 1941 fire-cured tobacco acreage allotments in the following order and under the following conditions:

(a) The preliminary 1941 fire-cured tobacco acreage allotment may be adjusted upward (1) so as to equal the 1940 fire-cured tobacco acreage allotment for such farm if such allotment was five-tenths acre or less; and (2) to an amount equal to the smaller of one-tenth acre less than the 1940 allotment or one acre if such allotment was six-tenths acre to 1.3 acres, inclusive.

(b) 1941 fire-cured tobacco acreage allotments may be established for farms which grew fire-cured tobacco in 1940 for which no fire-cured and dark air-cured tobacco acreage allotment was established in such year. Any such allotment shall not exceed the larger of five-tenths of an acre or 10 percent of the 1940 harvested acreage of fire-cured tobacco.

(c) The preliminary 1941 fire-cured tobacco acreage allotment for any farm may be adjusted upward. Such adjustment shall not exceed 10 percent of the 1941 preliminary fire-cured tobacco acreage allotment unless such adjustment is accompanied by a written statement by the county committee setting forth the reasons for adjusting such allotment by more than 10 percent.

Any allotment established or adjusted as provided above shall be subject to the approval of the State committee.*

§ 726.313 *Reconstituted farms.* (a) If land operated as a single farm in 1940 has been subdivided for 1941 into two or more tracts, the 1941 fire-cured tobacco acreage allotment established for the farm shall be apportioned among the tracts in the same proportion as the acreage of cropland suitable for the production of fire-cured tobacco on each such tract in such year bore to the total number of acres of cropland suitable for

the production of fire-cured tobacco on the entire farm in such year unless otherwise recommended by the county committee and approved by the State committee.

(b) If two or more farms operated separately in 1940 are combined into a single farm for 1941, the 1941 fire-cured tobacco allotment shall be the sum of the 1941 fire-cured tobacco allotment for each of the farms composing the combination.*

§ 726.314 *Determination of normal yields.* The normal yield for any farm shall be the average of the yields obtained on the farm during the years 1936–1940, adjusted by the local committee so as more accurately to reflect the normal yield on the farm represented by the soil and other physical factors affecting the production of fire-cured tobacco, by taking into consideration yields obtained on other farms in the locality which are similar with respect to such factors. The weighted average of the normal yields for all farms in each county shall not exceed the yield established for the county in 1940 unless an adjustment for abnormal conditions is made by the Secretary upon recommendation of the State committee.*

Determination of Fire-Cured Tobacco Acreage Allotments and Yields for New Farms

§ 726.315 *Determination of fire-cured tobacco acreage allotments for new farms.* The fire-cured tobacco acreage allotment for a new farm for 1941 shall be that acreage which the local committee determines is fair and reasonable for the farm taking into consideration each of the following factors: The past fire-cured tobacco experience of the farm operator; the acreage of cropland in the farm suitable for fire-cured tobacco production; the acreage capacity of barns which are located on the farm and which are in usable condition and available for the curing of fire-cured tobacco, the customary crop rotation practices and the adaptability of the soil to the growing of fire-cured tobacco: *Provided,* That the acreage allotment so determined shall be subject to approval by the State committee and shall not exceed the smallest of one-fifth of the past acreage of fire-cured tobacco grown by the farm operator in the years 1936–1940, or 75 percent of the average fire-cured tobacco acreage allotment for old farms in the county, or one acre.

Notwithstanding any other provisions of this section a fire-cured tobacco acreage allotment shall not be established for any new farm unless the following conditions have been met:

(a) The farm operator shall have had two years or more experience in growing fire-cured tobacco as a sharecropper, tenant, or as a farm operator during the past five years;

(b) The farm operator shall be living on the farm and largely dependent on this farm for his livelihood;

(c) The farm covered by the application shall be the only farm owned or operated by the farm operator on which tobacco of any kind is produced.

(d) There is a fire-cured tobacco curing barn in condition for use on the farm; and

(e) No kind of tobacco other than fire-cured tobacco will be grown on the farm in 1941.

The fire-cured tobacco acreage allotments determined as provided in this section shall be subject to such adjustment as is necessary to bring such allotments in line with the total acreage available for allotment to all new fire-cured tobacco farms.

The fire-cured tobacco acreage available for establishing allotments for farms on which no fire-cured tobacco was grown during the past five years shall be two-tenths of one percent of the national allotment for fire-cured tobacco.*

§ 726.316 *Time for filing application.* In order to obtain an allotment for a new fire-cured tobacco farm in 1941, the operator of the farm shall file an application therefor on 41–Tob–37, prior to February 15, 1941.*

§ 726.317 *Determination of normal yields.* The normal yield for a new farm shall be that yield per acre which the local committee determines is reasonable for the farm as compared with yields for other farms in the locality on which the soil and other physical factors affecting the production of fire-cured tobacco are similar.*

DARK AIR-CURED TOBACCO

General

§ 726.356 *Definitions.* As used in this procedure and in all instructions, forms, and documents in connection therewith, the words and phrases defined in this section shall have the meanings herein assigned to them, unless the context or subject-matter otherwise requires.

(a) "Dark air-cured tobacco allotment procedure for 1941" means this Form 41–Tob–33 (Revised).

(b) "Local committee" means the county and community committees utilized under the Act. "County committee" or "community committee" shall have corresponding meanings in the connection in which they are used.

(c) "New farm" means a farm on which dark air-cured tobacco was not produced in any of the five years 1936 to 1940 but on which dark air-cured tobacco will be produced in 1941.

(d) "Old farm" means a farm on which dark air-cured tobacco was produced in one or more of the five years 1936 to 1940, and on which dark air-cured tobacco will be produced in 1941.

(e) "Operator" means the person who, as owner, landlord, or tenant, is in charge of the supervision and the conduct of the farming operations on the entire farm.

(f) "State Committee" means the group of persons so designated within any State to assist in the administration in the State of the Act.

(g) "Dark tobacco" means fire-cured tobacco and dark air-cured tobacco.

(h) "Fire-cured tobacco" means tobacco classified in Service and Regulatory Announcement Numbered 118 of the Bureau of Agricultural Economics of the United States Department of Agriculture as types 21, 22, 23 and 24, collectively known as fire-cured tobacco.

(i) "Dark air-cured tobacco" means tobacco classified in Service and Regulatory Announcement Numbered 118 of the Bureau of Agricultural Economics of the United States Department of Agriculture as types 35 and 36 and described as dark air-cured tobacco in the Agricultural Adjustment Act of 1938, as amended.*

§ 726.357 *Extent of calculations and rule of fractions.* All acreages shall be calculated to the nearest one-tenth of an acre. Fractions of fifty-one thousandths of an acre or more shall be rounded upward, and fractions of less than five-hundredths of an acre or less shall be dropped. For example, 1.051 would become 1.1 and 1.050 would become 1.0.*

§726.358 *Instructions and forms.* The Administrator of the Agricultural Adjustment Administration of the United States Department of Agriculture shall cause to be prepared and issued with his approval such instructions and such forms as may be necessary or expedient for carrying out this procedure.*

§ 726.359 *Applicability of procedure.* This Dark Air-Cured Tobacco Procedure for 1941 shall relate to, and be effective for, the establishment of farm acreage allotments for dark air-cured tobacco for the year 1941.*

Determination of Dark Air-Cured Tobacco Acreage Allotments and Yields for Old Farms

§ 726.360 *1941 dark air-cured tobacco acreage allotments for old farms.* The 1941 dark air-cured tobacco acreage allotment for an old farm shall be the preliminary 1941 dark air-cured tobacco acreage allotment for the farm adjusted in accordance with § 726.362.*

§ 726.361 *Determination of preliminary 1941 dark air-cured tobacco acreage allotment.* The preliminary 1941 dark air-cured tobacco acreage allotment for an old farm shall be that percent of the 1941 dark air-cured tobacco normal acreage for the farm which the 1941 State acreage allotment for dark air-cured tobacco is of the 1941 normal acreage of dark air-cured tobacco for all old farms in the State provided that if the acreage allotment so determined for any farm (except a farm operated, controlled or directed by a person who also operates, controls or directs another farm on which dark air-cured tobacco is produced) is less than that acreage which with the normal yield would produce 2,400 pounds of tobacco, then such acreage allotment shall be increased to the smaller of 120 percent thereof or that acreage which when multiplied by the normal

yield would produce 2,400 pounds of dark air-cured tobacco.

(a) *Determination of 1941 normal acreage for old dark air-cured tobacco farm.* The 1941 normal acreage for an old dark air-cured tobacco farm shall be the 1940 dark air-cured tobacco acreage allotment plus diversion.

(b) *Determination of "1940 dark air-cured tobacco acreage allotments."* The 1940 dark air-cured tobacco acreage allotment for an old farm shall be (1) the 1940 fire-cured and dark air-cured tobacco acreage allotment if dark air-cured tobacco was the only kind of dark tobacco produced on the farm during the five-year period 1936–1940; or (2) that proportion of the 1940 fire-cured and dark air-cured tobacco acreage allotment which the acreage of dark air-cured tobacco was of the total acreage of dark tobacco produced on the farm in the most recent year of the five-year period 1936–1940 in which both kinds of dark tobacco was produced on such farm: *Provided,* That, if the State committee, upon the recommendation of the county committee, determines that the acreage of dark air-cured tobacco produced on the farm in such year is not a normal relationship between acreages of fire-cured and dark air-cured tobacco for the farm, then the 1940 dark air-cured tobacco acreage allotment shall be that proportion of the 1940 fire-cured and dark air-cured tobacco acreage allotment which the acreage of dark air-cured tobacco was of the total acreage of dark tobacco produced on the farm in any other year of the five-year period 1936–1940, inclusive. Notwithstanding the foregoing provisions of this paragraph, the sum of the 1940 fire-cured tobacco acreage allotment and the 1940 dark air-cured tobacco acreage allotment shall not be larger than the 1940 fire-cured and dark air-cured tobacco acreage allotment.

(c) *Determination of the 1940 dark air-cured tobacco "allotment plus diversion."* The 1940 dark air-cured tobacco allotment plus diversion for any farm shall be computed as follows:

1940 dark air-cured tobacco allotment plus diversion

Size of 1940 dark air-cured tobacco acreage allotment:	% of allotment
3.5 acres or less	145
3.6 acres	153
3.7 acres	160
3.8 acres	166
3.9 acres or more	175

The above method of determining preliminary 1941 dark air-cured tobacco acreage allotments will result in a preliminary 1941 acreage allotment for dark air-cured tobacco equal to 75 percent of the 1940 dark air-cured tobacco acreage allotment for a farm. Therefore, the committee may, in lieu thereof, use 75 percent of the 1940 dark air-cured tobacco acreage allotment determined in accordance with paragraph (b) above as the preliminary 1941 dark air-cured tobacco acreage allotment.*

§ 726.362 *Adjustment of the preliminary 1941 dark air-cured tobacco acreage allotment.* An acreage not in excess of 2 percent of the 1941 State acreage allotment for dark air-cured tobacco shall be apportioned to each county in the State on the basis of the percentage the total 1940 dark air-cured tobacco acreage allotment in each county is of the 1941 State acreage allotment for dark air-cured tobacco, adjusted between counties, as recommended by the State committee and approved by the Regional director, in such manner as will be fair and equitable, taking into consideration the land, labor, and equipment available for the production of dark air-cured tobacco in the different counties in the State. Such acreage shall be used by the local committees as hereinafter provided in this section if the committees find that such action will establish allotments which are fair and equitable taking into consideration the past acreage of dark air-cured tobacco grown on the farm, land, labor and equipment available for the production of dark air-cured tobacco; crop rotation practices and the adaptability of the soil to the growing of dark air-cured tobacco. The acreage available in each county may be used for establishing 1941 dark air-cured acreage allotments and for adjusting upward preliminary 1941 dark air-cured tobacco acreage allotments in the following order and under the following conditions:

(a) The preliminary 1941 dark air-cured tobacco acreage allotment may be adjusted upward (1) so as to equal the 1940 dark air-cured tobacco acreage allotment for such farm if such allotment was five-tenths acre or less; and (2) to an amount equal to the smaller of one-tenth acre less than the 1940 allotment or one acre if such allotment was six-tenths acre to 1.3 acres, inclusive.

(b) 1941 dark air-cured tobacco acreage allotments may be established for farms which grew dark air-cured tobacco in 1940 for which no fire-cured and dark air-cured tobacco acreage allotment was established in such year. Any such allotment shall not exceed the larger of five-tenths of an acre or 10 percent of the 1940 harvested acreage of dark air-cured tobacco.

(c) The preliminary 1941 dark air-cured tobacco acreage allotment for any farm may be adjusted upward. Such adjustment shall not exceed 10 percent of the 1941 preliminary dark air-cured tobacco acreage allotment unless such adjustment is accompanied by a written statement by the county committee setting forth the reasons for adjusting such allotment by more than 10 percent.

Any allotment established or adjusted as provided above shall be subject to the approval of the State committee.*

§ 726.363 *Reconstituted farms.* (a) If land operated as a single farm in 1940 has been subdivided for 1941 into two or more tracts, the 1941 dark air-cured tobacco acreage allotment established for the farm shall be apportioned among the tracts in the same proportion as the acreage of cropland suitable for the production of dark air-cured tobacco on each such tract in such year bore to the total number of acres of cropland suitable for the production of dark air-cured tobacco on the entire farm in such year unless otherwise recommended by the county committee and approved by the State committee.

(b) If two or more farms operated separately in 1940 are combined into a single farm for 1941, the 1941 dark air-cured tobacco allotment shall be the sum of the 1941 dark air-cured tobacco allotments for each of the farms composing the combination.*

§ 726.364 *Determination of normal yields.* The normal yield for any farm shall be that yield which the local committee determines is normal for the farm taking into consideration (a) the yields obtained on the farm during the years 1936–1940; (b) the soil and other physical factors affecting the production of dark air-cured tobacco on the farm; and (c) the yields obtained on other farms in the locality which are similar with respect to such factors. The weighted average of the normal yields for all farms in each county shall not exceed the yield established for the county in 1940 unless an adjustment for abnormal conditions is made by the Secretary upon recommendation of the State committee.*

Determination of Dark Air-cured Tobacco Acreage Allotments and Yields for New Farms

§ 726.365 *Determination of dark air-cured tobacco acreage allotments for new farms.* The dark air-cured tobacco acreage allotment for a new farm for 1941 shall be that acreage which the local committee determines is fair and reasonable for the farm taking into consideration each of the following factors: The past dark air-cured tobacco experience of the farm operator; the acreage of cropland in the farm suitable for dark air-cured tobacco production; the acreage capacity of barns which are located on the farm and which are in usable condition and available for the curing of dark air-cured tobacco, the customary crop rotation practices and the adaptability of the soil to the growing of dark air-cured tobacco: *Provided,* That the acreage allotment so determined shall be subject to approval by the State committee and shall not exceed the smallest of one-fifth of the past acreage of dark air-cured tobacco grown by the farm operator in the years 1936–1940, or 75 percent of the average dark air-cured tobacco acreage allotment for old farms in the county, or one acre.

Notwithstanding any other provisions of this section a dark air-cured tobacco acreage allotment shall not be established for any new farm unless the following conditions have been met:

(a) The farm operator shall have had two years or more experience in growing

dark air-cured tobacco as a sharecropper, tenant, or as a farm operator during the past five years;

(b) The farm operator shall be living on the farm and largely dependent on this farm for his livelihood;

(c) The farm covered by the application shall be the only farm owned or operated by the farm operator on which tobacco of any kind is produced.

(d) There is a dark air-cured tobacco curing barn in condition for use on the farm; and

(e) No kind of tobacco other than dark air-cured tobacco will be grown on the farm in 1941.

The dark air-cured tobacco acreage allotments determined as provided in this section shall be subject to such adjustment as is necessary to bring such allotments in line with the total acreage available for allotment to all new dark air-cured tobacco farms.

The dark air-cured tobacco acreage available for establishing allotments for farms on which no dark air-cured tobacco was grown during the past five years shall be two-tenths of one percent of the national allotment for dark air-cured tobacco.*

§ 726.366 *Time for filing application.* In order to obtain an allotment for a new dark air-cured tobacco farm in 1941, the operator of the farm shall file an application therefor on 41–Tob–37, prior to February 15, 1941.*

§ 726.367 *Determination of normal yields.* The normal yield for a new farm shall be that yield per acre which the local committee determines is reasonable for the farm as compared with yields for other farms in the locality on which the soil and other physical factors affecting the production of dark air-cured tobacco are similar.*

Done at Washington, D. C., this 31st day of January 1941. Witness my hand and the seal of the Department of Agriculture.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41–788; Filed, February 1, 1941; 12:21 p. m.]

TITLE 14—CIVIL AVIATION

CHAPTER I—CIVIL AERONAUTICS AUTHORITY

[Amendment 6, Designation of Civil Airways]

AMENDMENT OF THE DESIGNATION OF ADDITIONAL CIVIL AIRWAYS[1]

JANUARY 27, 1941.

Acting pursuant to the authority vested in me by the Civil Aeronautics Act of 1938, as amended, particularly section 302 thereof, I hereby amend the Designation of Civil Airways as follows:

1. By adding the following additional subsections to section 2 (e):

14. *Cheyenne, Wyo., to Huron, S. Dak., Civil Airway.* From the Municipal Airport, Cheyenne, Wyo., via the Municipal Airport, Scotts Bluff, Nebr.; the Hot Springs Airport, Hot Springs, S. Dak.; the Municipal Airport, Rapid City, S. Dak.; and the Municipal Airport, Pierre, S. Dak.; to the Municipal Airport, Huron, S. Dak.

15. *Rapid City, S. Dak., to Spearfish, S. Dak., Civil Airway.* From the Municipal Airport, Rapid City, S. Dak., to the Municipal Airport, Spearfish, S. Dak.

16. *Ketchikan, Alaska, to Haines, Alaska, Civil Airway.* From the center of Ketchikan, Alaska, via the center of Petersburg, Alaska; and the center of Juneau, Alaska, to the center of Haines, Alaska.

17. *Juneau, Alaska, to Anchorage, Alaska, Civil Airway.* From the center of Juneau, Alaska, via Cape Spencer, Alaska, (Lat. 58°13′ N, Long. 137°13′ W); the center of Yakutat, Alaska; the center of Yakataga, Alaska; the center of Cordova, Alaska; and the center of Portage, Alaska, to the center of Anchorage, Alaska.

18. *Petersburg, Alaska, to Cape Spencer, Alaska, Civil Airway.* From the center of Petersburg, Alaska, via the center of Sitka, Alaska, to Cape Spencer, Alaska, (Lat. 58°13′ N, Long. 137°13′ W).

19. *Anchorage, Alaska, to Fairbanks, Alaska, Civil Airway.* From the center of Anchorage, Alaska, via the Talkeetna, Alaska, Airways Communications Station (Lat. 62°18′54″ N, Long. 150°05′36″ W); and the Summit, Alaska, Airways Communications Station (Lat. 63°19′ 45″ N, Long. 149°09′20″ W), to the center of Fairbanks, Alaska.

20. *Fairbanks, Alaska, to Nome, Alaska, Civil Airway.* From the center of Fairbanks, Alaska, via the center of Tanana, Alaska; the center of Ruby, Alaska; and Moses Point, Alaska, (Lat. 64°42′ N, Long. 161°57′ W), to the center of Nome, Alaska.

21. *Nome, Alaska, to Point Barrow, Alaska, Civil Airway.* From the center of Nome, Alaska, via the center of Kotzebue, Alaska, to the center of Point Barrow, Alaska.

22. *Anchorage, Alaska, to Nome, Alaska, Civil Airway.* From the center of Anchorage, Alaska, via Farwell, Alaska, (Lat. 62°11′ N, Long. 153°09′ W); and the center of McGrath, Alaska, to the center of Nome, Alaska.

23. *Anchorage, Alaska, to Naknek, Alaska, Civil Airway.* From the center of Anchorage, Alaska, via the center of Kenai, Alaska; and the center of Iliamna, Alaska, to the center of Naknek, Alaska.

24. *Anchorage, Alaska, to Unalaska, Alaska, Civil Airway.* From the center of Anchorage, Alaska, via the center of Seward, Alaska; the center of Kodiak, Alaska; the center of Chignik, Alaska; and the center of King Cove, Alaska, to the center of Unalaska, Alaska.

25. *Kodiak, Alaska, to Nome, Alaska, Civil Airway.* From the center of Kodiak, Alaska, via the center of Naknek, Alaska; the center of Goodnews Bay, Alaska; and the center of Bethel, Alaska, to the center of Nome, Alaska.

26. *Fairbanks, Alaska, to Bethel, Alaska, Civil Airway.* From the center of Fairbanks, Alaska, via the center of Nenana, Alaska; the center of McGrath, Alaska; and the center of Aniak, Alaska, to the center of Bethel, Alaska.

27. *Boundary, Alaska, to Fairbanks, Alaska, Civil Airway.* From Boundary, Alaska, (Lat. 62°31′ N, Long. 141°15′ W), via the center of Tanana Crossing, Alaska; and the center of Big Delta, Alaska, to the center of Fairbanks, Alaska.

28. *Cordova, Alaska, to Big Delta, Alaska, Civil Airway.* From the center of Cordova, Alaska, via the center of Valdez, Alaska; the center of Copper Center, Alaska; and the center of Paxson, Alaska, to the center of Big Delta, Alaska.

This amendment to the Designation of the Civil Airways shall become effective on and after 12:01 A. M., E. S. T., February 3, 1941.

DONALD H. CONNOLLY,
Administrator of Civil Aeronautics.

[F. R. Doc. 41–777; Filed, February 1, 1941; 9:51 a. m.]

[1] Issued by Office of the Administrator of Civil Aeronautics.

TITLE 16—COMMERCIAL PRACTICES

CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 2922]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF GROUP SALES CORPORATION

§ 3.6 (f) *Advertising falsely or misleadingly—Demand or business opportunities:* § 3.6 (j10) *Advertising falsely or misleadingly—History of product or offering:* § 3.6 (n) 2) *Advertising falsely or misleadingly—Nature—Product:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (u) *Advertising falsely or misleadingly—Quality:* § 3.6 (cc) 3) *Advertising falsely or misleadingly—Source or origin—Maker:* § 3.6 (dd10) *Advertising falsely or misleadingly—Success, use or standing:* § 3.7 *Aiding, assisting or abetting unfair or unlawful act or practice.* In connection with offer, etc., in commerce, of silks and rayons, (1) representing, or aiding retailers in representing, through the device of so-called "name-sales" of groups of piece goods, or through any other means or device, or in any manner, that groups of respondent's silk and rayon piece goods constitute "name-goods" unless all, or the majority, of such piece goods included in such groups were actually produced and widely advertised by a nationally known manufacturer; or (2) representing as new, wanted, up-to-date, stylish or seasonable, any fabric which is not such in fact; or (3) representing that the quality, character or origin of

any fabric is other than the actual quality, character or origin of such fabric; or (4) representing that any product has been obtained by the respondent direct from the manufacturer of such product, when such product has not in fact been so obtained; prohibited; subject to further provision, in connection with prohibition first set forth, that in event said groups of piece goods include pieces not so advertised or produced, then disclosure of such fact must be made. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Group Sales Corporation, Docket 2922, January 14, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 14th day of January, A. D. 1941.

This proceeding having been heard[1] by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent, testimony and other evidence taken before examiners of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, and brief filed by counsel for the Commission, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Group Sales Corporation, a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of silks and rayons, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, or aiding retailers in representing, through the device of so-called "name-sales" of groups of piece goods, or through any other means or device, or in any manner, that groups of its silk and rayon piece goods constitute "name-goods" unless all, or the majority, of such piece goods included in such groups were actually produced and widely advertised by a nationally known manufacturer, and in the event such groups include pieces not so advertised or produced, then disclosure of such fact must be made;

2. Representing as new, wanted, up-to-date, stylish or seasonable, any fabric which is not such in fact;

3. Representing that the quality, character or origin of any fabric is other than the actual quality, character or origin of such fabric;

4. Representing that any product has been obtained by the respondent direct from the manufacturer of such product, when such product has not in fact been so obtained.

[1] 2 F.R. 582.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 41-754; Filed, January 31, 1941; 3:19 p. m.]

[Docket No. 3629]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF APEX LAMP WORKS

§ 3.6 (a10) *Advertising falsely or misleadingly—Comparative data or merits:* § 3.6 (j10) *Advertising falsely or misleadingly—History of product or offering:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (y10) *Advertising falsely or misleadingly—Scientific or other relevant facts:* § 3.6 (ee5) *Advertising falsely or misleadingly—Tests:* § 3.6 (ff10) *Advertising falsely or misleadingly—Unique nature or advantages.* Representing, in connection with offer, etc., in commerce, of reflectors for electric light bulbs, now known as and sold under name "Amplifiector", or any other similar products sold under the same name or any other name, that respondent's product (1) is a new and amazing light discovery that cuts light bills substantially, pays for itself quickly out of actual savings, or effects economies in the use of electric current which will not result from the use of other reflectors, or (2) is an advancement in the science of light reflectors, that the volume of light at the source is increased through the use of said product with any lamp or bulb, or that the attachment of said product to a small bulb produces illumination equal to that obtained by the use of a larger bulb with other reflectors; and that (3) tests have been made which prove that the use of said reflector increases the intensity of light from an electric light bulb to a greater degree than it can be increased through the use of other reflectors, (4) the use of a diamond shaped design in the reflecting surface of respondent's reflector amplifies the light in the bulb, (5) said reflector provides extreme concentration of light rays, and (6) said reflector increases the candlepower of an electric bulb; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Apex Lamp Works, Docket 3629, January 15, 1941]

In the Matter of B. Solomon, Trading as Apex Lamp Works

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 15th day of January, A. D. 1941.

This proceeding having been heard[1] by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondent, testimony and other evidence taken before John P. Bramhall and William C. Reeves, Examiners of the Commission theretofore duly designated by it in support of the allegations of said complaint (respondent not having presented any testimony or other evidence in opposition to the allegations of the complaint) and brief on behalf of the Commission filed herein (respondent not having filed brief or requested oral argument) and the Commission having made its findings as to the facts and its conclusion that the respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent B. Solomon, trading as the Apex Lamp Works, or trading under any other trade name, her representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of reflectors for electric light bulbs, now known as and sold under the name "Amplifiector", or any other similar product sold under the same name or any other name, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing:

(1) That respondent's product is a new and amazing light discovery that cuts light bills substantially, pays for itself quickly out of actual savings, or effects economies in the use of electric current which will not result from the use of other reflectors;

(2) That respondent's product is an advancement in the science of light reflectors; that the volume of light at the source is increased through the use of said product with any lamp or bulb; or that the attachment of said product to a small bulb produces illumination equal to that obtained by the use of a larger bulb with other reflectors.

(3) That tests have been made which prove that the use of said reflector increases the intensity of light from an electric light bulb to a greater degree than it can be increased through the use of other reflectors;

(4) That the use of a diamond shaped design in the reflecting surface of respondent's reflector amplifies the light in the bulb;

(5) That said reflector provides extreme concentration of light rays;

(6) That said reflector increases the candle power of an electric bulb.

It is further ordered, That the respondent shall, within sixty (60) days after service upon her of this order, file with the Commission a report in writing, set-

[1] 4 F.R. 2173.

ting forth in detail the manner and form in which she has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 41-753; Filed, January 31, 1941; 3:19 p. m.]

[Docket No. 4271]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF NATIONAL PROPRIETARIES, INC.

§ 3.6 (t) *Advertising falsely or misleadingly — Qualities or properties of product:* § 3.6 (y) *Advertising falsely or misleadingly — Safety:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosure — Safety.* Disseminating, etc., in connection with offer, etc., of respondent's medicinal preparation now designated as Nuga-Tone, or any other similar preparation, whether sold under the same, or any other, name, any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said preparation, which advertisements represent, directly or through inference, that respondent's preparation Nuga-Tone possesses any therapeutic value in the treatment of nervous disorders; or which advertisements fail to reveal that the use of said preparation may result in chronic poisoning, irritation of the kidneys, nervous irritability, neuritis, psychoses, cachexia, muscular atrophy, decalcification of the bones or anemia; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, National Proprietaries, Inc., Docket 4271, January 15, 1941]

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C. on the 15th day of January, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered; That the respondent, National Proprietaries, Inc., a corporation, its agents, representatives, employees and officers, directly or through any corporate or other devise, in connction with the offering for sale, sale and distribution of its medicinal preparation now designated as Nuga-Tone, or any other preparation of substantially similar composition or possessing substantially similar properties, whether sold under the same name or any other name, do forthwith cease and desist from, directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement (a) by United States mails or (b) by any means in commerce, as commerce is defined in the Federal Trade Commission Act, which advertisement represents directly or through inference, that respondent's preparation Nuga-Tone possesses any therapeutic value in the treatment of nervous disorders or which advertisement fails to reveal that the use of said preparation may result in chronic poisoning, irritation of the kidneys, nervous irritability, neuritis, psychoses, cachexia, muscular atrophy, decalcification of the bones or anemia;

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as commerce is defined in the Federal Trade Commission Act, of said preparation Nuga-Tone, which advertisement contains any of the representations prohibited in paragraph 1 hereof or which fail to reveal that the use of said preparation may result in chronic poisoning, irritation of the kidneys, nervous irritability, neuritis, psychoses, cachexia, muscular atrophy, decalcification of the bones or anemia.

It is further ordered, That respondent shall, within ten (10) days after service upon it of this order, file with the Commission an interim report in writing, stating whether it intends to comply with this order and, if so, the manner and form in which it intends to comply; and that within sixty (60) days after service upon it of this order, said respondent shall file with the Commission a report in writing, setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 41-755; Filed, January 31, 1941; 3:19 p. m.]

[Docket No. 4352]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF THE ZONE COMPANY, ETC.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (y) *Advertising falsely or misleadingly—Safety:* § 3.6 (y10) *Advertising falsely or misleadingly—Scientific or other relevant facts.* In connection with offer, etc., of Nu-Mode Vaginal Jelly (also known as A. M. Vaginal Jelly), Nu-Mode Hygiene Tablets, Vaginal Suppositories and Douche Tablets, Speed Nu-Mode Hygiene Douche Tablets, Athlete's Foot Salve, Wonder Salve, and Womb Supporter, or any similar products or devices, whether sold under the same or under any other names, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, which advertisements represent, directly or through inference, (1) that use of respondent's products known as Nu-Mode Vaginal Jelly (also known as A. M. Vaginal Jelly), Nu-Mode Hygiene Tablets, Vaginal Suppositories and Douche Tablets and Speed Nu-Mode Hygiene Douche Tablets form safe, competent and effective preventatives against conception, that said products possess powerful germ-destroying properties, or that their use constitutes a dependable, positive or guaranteed method of preventing pregnancy; (2) that respondent's product known as Nu-Mode Ladies Womb Supporter is comfortable, efficient or sanitary, that it supports the womb without irritation or tends to relieve over-worked muscles, or that said device has any therapeutic value in the treatment of either the forward or backward displacement of the uterus or in the treatment of any inflammation of the uterine parts; (3) that respondent's product known as Athlete's Foot Salve is a cure or remedy for the condition known as Athlete's Foot or that it has any therapeutic value in the treatment thereof in excess of temporarily relieving the symptoms of itching and in some cases destroying the superficial fungi associated with such condition; or (4) that respondent's product known as A. M. Wonder Salve is a cure or remedy for eczema or other forms of itch or rash or has any therapeutic value in the treatment thereof in excess of affording temporary relief from the symptoms of itching associated with such conditions, or that said preparation has any properties which would be effective in preventing infection or has any value in the treatment of ulcers, old sores, leg sores, acne or pimples; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, The Zone Company, etc., Docket 4352, January 15, 1941]

In the Matter of Harry S. Benham, an individual, trading as The Zone Company, Active Merchandisers, Active Medicine, Nu-Mode Company, and American Medicine Company,

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 15th day of January, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that he waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Harry S. Benham, individually, and trading as The Zone Company, Active Merchandisers, Active Medicine, Nu-Mode Company and American Medicine Company, or trading under any other name or names, and his agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of Nu-Mode Vaginal Jelly (also known as A. M. Vaginal Jelly), Nu-Mode Hygiene Tablets, Vaginal Suppositories and Douche Tablets, Speed Nu-Mode Hygiene Douche Tablets, Athlete's Foot Salve, Wonder Salve, and Womb Supporter, or any products or devices of substantially similar composition or possessing substantially similar properties, whether sold under the same or under any other names, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement (a) by means of the United States mails, or (b) by any means in commerce, as commerce is defined in the Federal Trade Commission Act, which advertisements represent directly or through inference:

(a) That use of respondent's products known as Nu-Mode Vaginal Jelly (also known as A. M. Vaginal Jelly), Nu-Mode Hygiene Tablets, Vaginal Suppositories and Douche Tablets and Speed Nu-Mode Hygiene Douche Tablets form safe, competent and effective preventatives against conception; that said products possess powerful germ-destroying properties; or that their use constitutes a dependable, positive or guaranteed method of preventing pregnancy.

(b) That respondent's product known as Nu-Mode Ladies Womb Supporter is comfortable, efficient or sanitary; that it supports the womb without irritation; that it tends to relieve over-worked muscles; or that said device has any therapeutic value in the treatment of either the forward or backward displacement of the uterus or in the treatment of any inflammation of the uterine parts.

(c) That respondent's product known as Athlete's Foot Salve is a cure or remedy for the condition known as Athlete's Foot or that it has any therapeutic value in the treatment thereof in excess of temporarily relieving the symptoms of itching and in some cases destroying the superficial fungi associated with Athlete's Foot.

(d) That respondent's product known as A. M. Wonder Salve is a cure or remedy for eczema or other forms of itch or rash or has any therapeutic value in the treatment thereof in excess of affording temporary relief from the symptoms of itching associated with such conditions; or that said preparation has any properties which would be effective in preventing infection or has any value in the treatment of ulcers, old sores, leg sores, acne or pimples.

It is further ordered, That the respondent shall, within sixty (60) days after service upon him of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 41-756; Filed, January 31, 1941; 3:20 p. m.]

[Docket No. 3653]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF HOME DIATHERMY COMPANY, INC.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (y) *Advertising falsely or misleadingly—Safety:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosure—Safety.* Disseminating, etc., in connection with offer, etc., of respondent's "Home Diathermy" device, whether of long or short wave type, or any similar device, any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said device, which advertisements represent, directly or through inference, that said device may be easily and safely used in the home, or that use thereof constitutes a cure or remedy for arthritis, neuritis, bursitis, sciatica, neuralgia, lumbago, hay fever, asthma, high or low blood pressure, or rheumatism, or that said device has any therapeutic value in the treatment of any of such diseases and conditions, or has any therapeutic value in the treatment of any other ailment, unless such advertisements are specifically limited to those cases of such disorders and ailments where acute inflammation, infection, pus formations, arteriorsclerosis, or conditions in which there is a tendency to hemorrhage are not present; or which advertisements fail to conspicuously reveal that the device may be safely used only after a competent medical authority has determined, as a result of diagnosis, that diathermy is indicated and has prescribed the frequency and amount of application of such diathermy treatments and the user has been adequately instructed in the method of operating such device by a trained technician; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Modified cease and desist order, Home Diathermy Company, Inc., Docket 3653, January 18, 1941]

Order Modifying Order to Cease and Desist

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 18th day of January, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondent, testimony and other evidence taken before John P. Bramhall and Arthur F. Thomas, examiners of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, briefs filed herein and oral arguments by R. A. McOuat, counsel for the Commission, and by Saul L. Harris, counsel for the respondent, and the Commission, on November 20, 1940, having made and issued its findings as to the facts and its conclusion that the respondent had violated the provisions of the Federal Trade Commission Act, and having made and issued its order to cease and desist herein on the same date, and it now appearing that such order to cease and desist should be modified in certain respects, and the Commission having now duly considered the matter and being now fully advised in the premises;

It is ordered, That the order to cease and desist[1] issued herein on November 20, 1940, be, and the same hereby is, modified so that as modified such order to cease and desist shall read:

It is ordered, That the respondent, Home Diathermy Company, Inc., a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of a certain device designated as "Home Diathermy" whether of the long wave or short wave type, or any other device of substantially similar construction or possessing substantially similar qualities, whether sold under that name or any other name or names, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement by means of the United States mails, or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or through inference that said device may be easily and safely used in the home, or that the use of said device constitutes a cure or remedy for arthritis, neuritis, bursitis, sciatica, neuralgia, lumbago, hay fever, asthma, high or low blood pressure, or rheumatism or that said device has any therapeutic value in the treatment of any of such diseases and conditions, or has any therapeutic value in the treatment of any other ailment unless such advertisement is specifically limited to those cases of such disorders and ailments where acute inflammation, infection, pus formations, arteriosclerosis, or conditions in which there is a tendency to hemorrhage are not present; or which advertisement fails to conspicuously reveal that the device may be safely used only after a competent medical authority has determined, as a result of diagnosis, that diathermy is indicated and

[1] 5 F.R. 4732.

has prescribed the frequency and amount of application of such diathermy treatments and the user has been adequately instructed in the method of operating such device by a trained technician.

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of said device, which advertisement contains any of the representations prohibited in Paragraph One hereof; or which advertisement fails to conspicuously reveal that the device may be safely used only after a competent medical authority has determined, as a result of diagnosis, that diathermy is indicated and has prescribed the frequency and amount of application of such diathermy treatments and the user has been adequately instructed in the method of operating such device by a trained technician.

It is further ordered, That the respondent shall, within ten (10) days after service upon it of this order file with the Commission an interim report in writing stating whether it intends to comply with this order, and, if so, the manner and form in which it intends to comply, and that within sixty (60) days after the service upon it of this order said respondent shall file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-757; Filed, January 31, 1941; 3:20 p. m.]

TITLE 17—COMMODITY AND SECURITIES EXCHANGES

CHAPTER II—SECURITIES AND EXCHANGE COMMISSION

PART 240—GENERAL RULES AND REGULATIONS, SECURITIES EXCHANGE ACT OF 1934.

AMENDMENT TO PROXY REGULATIONS

The Securities and Exchange Commission, deeming it necessary and appropriate in the public interest and for the protection of investors and necessary for the execution of the functions vested in it so to do, pursuant to authority conferred upon it by the Securities Exchange Act of 1934, particularly sections 14 (a) and 23 (a) thereof, hereby takes the following action:

Regulation X-14 (17 C.F.R. Part 240), as at present in effect, is amended in the following respects:

The first sentence of § 240.14a-2 (Rule X-14A-2) is amended by striking out the words "means shall have been provided whereby the person solicited is afforded an opportunity to specify, in a space provided in the form of proxy or otherwise," and substituting therefor the words "means shall have been provided whereby the person solicited is afforded an opportunity to specify, either in a space provided therefor or otherwise, in the form of proxy" so that the rule, as amended, will read as follows:

§ 240.14a-2 *Duty to provide means by which desired action can be specified.* No solicitation subject to section 14 (a) (Sec. 14, 48 Stat. 895; 15 U.S.C. 78n) of the Act shall be made unless (a) means shall have been provided whereby the person solicited is afforded an opportunity to specify, either in a space provided therefor or otherwise, in the form of proxy the action which such person desires to be taken pursuant to the proxy on each matter, or each group of related matters as a whole, described in the proxy statement as intended to be acted upon, other than elections to office, and (b) the authority conferred as to each such matter or group of matters is limited by the specification so made. Nothing in this part shall prevent the solicitation of a proxy conferring discretionary authority with respect to matters as to which the person solicited does not make the specification provided for above, or with respect to matters not known or determined at the time of the solicitation, or with respect to elections to office: *Provided, however,* That no authority shall be sought to vote the proxy upon the election of any person to any office (inclusive of that of auditors and members of a committee to select auditors) for which a bona fide nominee is not named in the proxy statement. [Rule X-14 A-2]

Effective February 3, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-802; Filed, February 3, 1941; 11:41 a. m.]

TITLE 24—HOUSING CREDIT

CHAPTER IV—HOME OWNERS' LOAN CORPORATION

[Administrative Order No. 2-284]

PART 402—LOAN SERVICE

SERVICING OF ACCOUNT AFTER NOTICE OF FORECLOSURE SENT; TAX AND INSURANCE ACCOUNT, WITHDRAWN FORECLOSURES

The second paragraph of § 402.03-19 [1] is amended to read as follows:

Where subsequent to the issuance of notice of foreclosure the Loan Service Division ascertains from the home owner or otherwise that there is a possibility that satisfactory arrangements may be made with the home owner for the withdrawal of the foreclosure, and where the Regional Counsel advises generally or in particular cases that negotiations to that end will not prejudice the Corporation's legal rights or remedies or endanger the foreclosure proceedings, the Loan Service Division may service the account by contacting the home owner and negotiating with him for said purposes.

The fourth paragraph of § 402.03-20 [2] is amended to read as follows:

Withdrawn foreclosures. In all cases of withdrawal, a Tax and Insurance account shall be established or reestablished, where required. In cases where a lump sum payment is being made to the Tax and Insurance account in connection with the withdrawal, the Regional Manager shall inform the Regional Accountant the amount of the initial accrual to be set up in the Tax and Insurance account.

(Effective date February 10, 1941)

(Above procedure promulgated by General Manager and General Counsel pursuant to authority vested in them by the Federal Home Loan Bank Board acting pursuant to secs. 4 (a), 4 (k), of Home Owners' Loan Act of 1933, 48 Stat. 129, 132, as amended by Section 13 of the Act of April 27, 1934, 48 Stat. 647: 12 U.S.C. 1463 (a), (k).)

[SEAL] J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-751; Filed, January 31, 1941; 12:39 p. m.]

[Administrative Order No. 2-287]

PART 402—LOAN SERVICE

WITHDRAWAL FROM FORECLOSURE, TERMS OF PAYMENT

The sixth paragraph of § 402.03-20 [2] is amended by changing the first sentence thereof to read as follows:

Terms of payment. The Regional Manager should forward to the Regional Counsel with the "Notice of Withdrawal" a statement of the outstanding indebtedness and the terms upon which it is to be repaid, and, where required, a copy of Form 533 indicating that a Tax and Insurance account is to be established in connection with the withdrawal.

(Effective date February 10, 1941)

(Above procedure promulgated by General Manager and General Counsel pursuant to authority vested in them by the Federal Home Loan Bank Board acting pursuant to secs. 4(a), 4(k) of Home Owners' Loan Act of 1933, 48 Stat. 129, 132, as amended by Section 13 of the Act of April 27, 1934, 48 Stat. 647; 12 U.S.C. 1463 (a), (k).)

[SEAL] J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-750; Filed, January 31, 1941; 12:39 p. m.]

[1] Appears as § 2.03-19 at 3 F. R 2075.

[2] 5 F. R. 230.

[Administrative Order No. 2-288]

PART 402—LOAN SERVICE

WAIVER OF TAX AND INSURANCE ACCOUNT

The second paragraph of § 402.14–2 [1] is amended to read as follows:

Except as otherwise provided, wherever a waiver of Manual requirements involving the establishment, in whole or in part, of a Tax and Insurance account is recommended by the Regional Manager, the case should be forwarded, with full justification, to the General Manager for determination and direction.

(Effective date February 10, 1941)

(Above procedure promulgated by General Manager and General Counsel pursuant to authority vested in them by the Federal Home Loan Bank Board acting pursuant to secs. 4 (a), 4 (k) of Home Owners' Loan Act of 1933, 48 Stat. 129, 132, as amended by Section 13 of the Act of April 27, 1934, 48 Stat. 647: 12 U.S.C. 1463 (a), (k).)

[SEAL] J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-749; Filed, January 21, 1941; 12:39 p. m.]

TITLE 29—LABOR

CHAPTER V—WAGE AND HOUR DIVISION, DEPARTMENT OF LABOR

PART 590—MINIMUM WAGE RATES IN THE WOVEN OR KNITTED FABRIC GLOVE AND THE LEATHER GLOVE DIVISIONS OF THE NEEDLEWORK INDUSTRIES IN PUERTO RICO

IN THE MATTER OF THE RECOMMENDATIONS OF THE SPECIAL INDUSTRY COMMITTEE FOR PUERTO RICO FOR MINIMUM WAGE RATES IN THE WOVEN OR KNITTED FABRIC GLOVE AND THE LEATHER GLOVE DIVISIONS OF THE NEEDLEWORK INDUSTRIES IN PUERTO RICO

Whereas the Administrator of the Wage and Hour Division, after a public hearing held in Washington, D. C. on October 28, 1940, issued an order [2] effective December 2, 1940 (Title 29, Chapter V, Part 587, Code of Federal Regulations) approving the separable minimum wage recommendations of the Special Industry Committee for Puerto Rico for the needlework industries in Puerto Rico with the exception of the Committee's recommendations of (1) 15 cents per hour to the employees in the woven or knitted fabric glove division engaged in hand sewing operations and 20 cents per hour when engaged in other operations and (2) 18 cents per hour to the employees in the leather glove division engaged in hand sewing operations and 20 cents per hour where engaged in other operations; and

Whereas with respect to such recommendations for minimum wages to be paid employees engaged in the production of woven or knitted fabric gloves and leather gloves, the Administrator deemed it advisable in said order to reopen the hearing for the purpose of adducing additional evidence; and

Whereas pursuant to notice the hearing was reopened upon the Committee's recommendations with respect to the woven or knitted fabric glove and the leather glove divisions of the needlework industries in Puerto Rico at Washington, D. C., before Henry T. Hunt, Esquire, as presiding officer, on December 16, 1940; and

Whereas the complete record of the hearing before the presiding officer was transmitted to the Administrator and all persons who appeared at said hearing were given leave to submit briefs and were given opportunity on January 6, 1941, to present oral argument to the Administrator; and

Whereas the Administrator upon reviewing all the evidence adduced at these proceedings and after giving consideration to the provisions of the Act, particularly sections 5 and 8 thereof, has concluded that the separable recommendations of the Committee for minimum wage rates in the woven or knitted fabric glove and the leather glove divisions of the needlework industries, as defined, were severally and jointly made in accordance with law, that they are supported by the evidence adduced at the hearings, and, taking into consideration the same factors as are required to be considered by the Committee, will carry out the purposes of Sections 5 and 8 of the Act; and

Whereas the Administrator has set forth his decision in an opinion entitled "Findings and Opinion of the Administrator in the Matter of the Recommendations of the Special Industry Committee for Puerto Rico for Minimum Wage Rates in the Woven or Knitted Fabric Glove and the Leather Glove Divisions of the Needlework Industries in Puerto Rico" dated this day, a copy of which may be had upon request addressed to the Wage and Hour Division, Washington, D. C.;

Now, therefore, it is ordered, That:

§ 590.1 *Approval of recommendations of Industry Committee.* The Committee's recommendations with respect to the woven or knitted fabric glove and the leather glove divisions of the needlework industries in Puerto Rico are hereby approved.*

*§§ 590.1 to 590.5, inclusive, issued under the authority contained in sec. 8, 52 Stat. 1064; 29 U.S.C., Supp. IV, 208.

§ 590.2 *Wage rates.* (a) (1) Wages at a rate of not less than 15 cents an hour shall be paid under section 6 of the Fair Labor Standards Act of 1938 by every employer to each of his employees in the woven or knitted fabric glove division who is engaged in hand sewing operations, including, but not by way of limitation, hand drawing, hand rolling, and embroidering and embellishing by hand, and who is engaged in commerce or in the production of goods for commerce.

(2) Wages at a rate of not less than 20 cents an hour shall be paid under Section 6 of the Fair Labor Standards Act of 1938 by every employer to each of his employees in the woven or knitted fabric glove division who is engaged in other operations, including, but not by way of limitation, cutting, machine operating, stamping, sorting, washing, finishing, pressing, examining, and packing, and who is engaged in commerce or in the production of goods for commerce.

(b) (1) Wages at the rate of not less than 18 cents an hour shall be paid under Section 6 of the Fair Labor Standards Act of 1938 by every employer to each of his employees in the leather glove division who is engaged in hand sewing operations, including, but not by way of limitation, hand drawing, hand rolling, and embroidering and embellishing by hand, and who is engaged in commerce or in the production of goods for commerce.

(2) Wages at a rate of not less than 20 cents an hour shall be paid under Section 6 of the Fair Labor Standards Act of 1938 by every employer to each of his employees in the leather glove division who is engaged in other operations, including, but not by way of limitation, cutting, machine operating, stamping, sorting, washing, finishing, pressing, examining, and packing, and who is engaged in commerce or in the production of goods for commerce.*

§ 590.3 *Notices of order.* Every employer employing any employees so engaged in commerce or in the production of goods for commerce in the woven or knitted fabric or the leather glove divisions of the needlework industries shall post and keep posted in a conspicuous place in each department of his establishment where such employees are working such notices of this Order as shall be prescribed from time to time by the Wage and Hour division of the United States Department of Labor and shall give such other notice as the Division may prescribe.*

§ 590.4 *Definitions of the woven or knitted fabric and the leather glove divisions of the needlework industries.* The divisions of the needlework industries to which this Wage Order and its several provisions shall apply are hereby defined as follows:

(a) The term woven or knitted fabric glove division shall mean the manufacture of all gloves or mittens from woven or knitted fabrics.

(b) The term leather glove division shall mean the manufacture of all gloves or mittens from leather or from leather in combination with woven or knitted fabrics.*

[1] 5 F.R. 2740.
[2] 5 F.R. 4502.

§ 590.5 *Effective date.* This Wage Order shall become effective February 19, 1941.*

Signed at Washington, D. C., this 3d day of February 1941.

PHILIP B. FLEMING,
Administrator.

[F. R. Doc. 41-808; Filed, February 3, 1941; 11:56 a. m.]

TITLE 30—MINERAL RESOURCES

CHAPTER III—BITUMINOUS COAL DIVISION

[Docket Nos. A-134 and A-224]

PART 328—MINIMUM PRICE SCHEDULE, DISTRICT NO. 8

ORDER OF THE DIRECTOR GRANTING PERMANENT RELIEF IN THE MATTER OF THE PETITIONS OF DISTRICT BOARD 8 FOR RECLASSIFICATION OF PRUDEN COAL AND COKE COMPANY AND OF DISTRICT BOARD 8 FOR CHANGE IN CLASSIFICATION OF KENTUCKY CARDINAL COAL CORPORATION

Original petitions, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been filed with the Bituminous Coal Division on October 12 and 23, 1940, by District Board 8, seeking modification of the effective price classifications for the coals in Size Group 22 produced by Pruden Coal and Coke Company at its Back Creek No. 2 Mine in District 8, and for the coals in Size Groups 25 and 26 produced by Kentucky Cardinal Coal Corporation at its Cardinal No. 1 Mine in District 8; and

Hearings having been held before an Examiner of the Bituminous Coal Division at a Hearing Room of the Division, 734 Fifteenth Street N. W., Washington, D. C., on December 10, 1940; and

The parties to this proceeding having waived the preparation and filing of a report by the Examiner, and the matter thereupon having been submitted to the Director; and

The Director having made Findings of Fact and Conclusions of Law in this matter, dated January, 1941, which are filed herewith:

It is ordered, That, commencing ten days after the date hereof, § 328.11 is hereby modified as follows:

Change the price classification shown for the coals in Size Group 22, produced at the Back Creek No. 2 Mine (Mine Index No. 27) of the Pruden Coal and Coke Company, from "P" to "N", with corresponding revisions in the minimum prices f. o. b. mine to all Market Areas.

Change the price classifications shown for the coals in Size Groups 25 and 26, produced at the Cardinal No. 1 Mine (Mine Index No. 93) of the Kentucky Cardinal Coal Corporation, from "C" to "B", with corresponding revisions in the minimum prices f. o. b. mine to all Market Areas.

Dated: January 31, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-748; Filed, January 31, 1941; 12:16 p. m.]

[General Docket No. 12]

PART 328—MINIMUM PRICE SCHEDULE, DISTRICT NO. 8

PRESCRIBING DUE AND REASONABLE MAXIMUM DISCOUNTS OR PRICE ALLOWANCES BY CODE MEMBERS TO "DISTRIBUTORS" UNDER SECTION 4 II (h) OF THE BITUMINOUS COAL ACT OF 1937, AND ESTABLISHING RULES AND REGULATIONS FOR THE MAINTENANCE AND OBSERVANCE BY DISTRIBUTORS IN THE RESALE OF COAL, OF THE PRICES AND MARKETING RULES AND REGULATIONS PROVIDED BY SECTION 4 OF THE ACT; PETITION OF FARMERS ELEVATOR SERVICE COMPANY OF RALSTON, IOWA, IN DOCKET NO. 1503-FD FOR MODIFICATION OF ORDER PRESCRIBING MAXIMUM DISCOUNTS THAT MAY BE ALLOWED TO REGISTERED FARMERS' COOPERATIVE ORGANIZATIONS

Order Modifying Schedule of Maximum Discounts

Pursuant to proceedings duly held in Docket No. 1503-FD, and upon Findings of Fact, Conclusions and Opinion therein rendered,

It is ordered, That the Schedule of maximum discounts that may be allowed by code members to registered farmers' cooperative organizations, as heretofore established by Orders of the Director in General Docket No. 12, dated June 19, 1940,[1] and June 27, 1940,[2] be and it is hereby amended to read as follows:

"The maximum discounts that may be allowed from the effective minimum prices on coal purchased by registered bona fide and legitimate farmers' cooperative organizations are as follows:

(1) For the coals produced in Districts Nos. 1, 2, 3, 4, 6, 7 and 8, which are sold to a registered bona fide and legitimate farmers' cooperative organization for consumption by it or for resale by it to consumers, maximum discounts equal to the maximum discounts permitted on coals sold to registered distributors for resale to consumers.

(2) For the coals produced in Districts Nos. 1, 2, 3, 4, 6, 7 and 8, which are sold to a registered bona fide and legitimate farmers' cooperative organization for resale by it to retail dealers, maximum discounts equal to the maximum discounts permitted on coals sold to registered distributors for resale to retail dealers.

(3) For coals produced in Districts Nos. 5 and 9-23, maximum discounts equal to the maximum discounts permitted on coals sold to registered distributors."

It is further ordered, That the request of parties in Docket No. 1503-FD that the modification made herein be retroactive to October 1, 1940, be and the same hereby is denied.

Dated: January 31, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-778; Filed, February 1, 1941; 11:01 a. m.]

[Docket No. A-550]

PART 328—MINIMUM PRICE SCHEDULE, DISTRICT NO. 8

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD 8 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF JUNCTION COAL COMPANY, JUNCTION MINE, MINE INDEX NO. 3217, A CODE MEMBER PRODUCER IN DISTRICT NO. 8, NOT HERETOFORE CLASSIFIED AND PRICED

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment of price classifications and minimum prices for the coals of Junction Coal Company, Junction Mine, Mine Index No. 3217, a Code member producer in Nicholas County, West Virginia, located in Sub-District No. 4 of District No. 8, not heretofore classified and priced; and

The Director finding that a reasonable showing of necessity has been made for the granting of temporay relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with this Division in the above-entitled matter; and

The Director deeming his action necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief be, and the same hereby is, granted as follows: Commencing forthwith § 328.34 is amended by adding thereto the following schedule which is applicable to the coals of Junction Coal Company, Junction Mine, Mine Index No. 3217:

For truck shipments

Size groups	1	2	3	4	5	6	7	8
	265	245	230	230	205	220	165	160

and § 328.11 is amended by adding thereto the following schedule which is applicable to the coals of Junction Coal

[1] 5 F.R. 2345.
[2] 5 F.R. 2446.

Company, Junction Mine, Mine Index No. 3217:

For all shipments except truck

Size groups	1, 2	3, 4	5, 6	7	8	9	10	11, 12, 13, 14	15, 16, 17	18, 19, 20, 21
	M	M	H	G	E	C	E	B	B	H

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter, and applications to stay, terminate, or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order.

Dated: January 31, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-782; Filed, February 1, 1941; 11:02 a. m.]

[Dockets Nos. A-561 and A-562]

PART 329—MINIMUM PRICE SCHEDULE, DISTRICT NO. 9

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTERS OF THE PETITIONS OF DISTRICT BOARD 9 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES IN DISTRICT NO. 9 NOT HERETOFORE CLASSIFIED AND PRICED

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 9 not heretofore classified and priced; and

It appearing that the above-entitled matters raise analogous issues; and

The Director finding that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matters; and

The Director deeming his action necessary in order to effectuate the purposes of the Act;

It is ordered, That the above-entitled matters be, and they hereby are, consolidated.

It is further ordered That, pending final disposition of the above-entitled matters, temporary relief be, and the same hereby is, granted as follows: Commencing forthwith, § 329.5 is amended by adding thereto "Supplement R", dated January 21, 1941, which is hereinafter set forth, and § 329.24 is amended by adding thereto "Supplement T", dated January 21, 1941, which is hereinafter set forth.

It is further ordered, That pleadings in opposition to the original petitions in the above-entitled matters, and applications to stay, terminate, or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order.

Dated: January 21, 1941.

[SEAL] H. A. GRAY,
Director.

SUPPLEMENT R—TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 9

SUBPART A—ALL SHIPMENTS EXCEPT TRUCK

NOTE: The material contained in this Supplement R is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 329 for District No. 9 and Supplements thereto.

§ 329.5 *Alphabetical list of code members*

Mine Index No.	Code member	Mine	Seam No.	Freight origin group No.
313	Morris, Basil & Arthur[1]	Morris Bros.	9	19
97	Brown, R. L.[2]	Brown	6	20

[1] The f. o. b. mine prices for coal shipped by Morris, Basil & Arthur, Morris Bros. mine, to any Market Area in any size group and for any use, including Railroad Locomotive Fuel, are the same as the prices shown for Beech Creek Coal Company, Beech Creek Mine, Mine Index No. 1, in Price Schedule No. 1 for District No. 9, for All Shipments Except Truck.

[2] The f. o. b. mine prices for coal shipped by Brown, R. L., Brown mine, to any Market Area in any size group and for any use, including Railroad Locomotive Fuel, are the same as the prices shown for Dawson Daylight Coal Company, Dawson Daylight Number Six Mine, Mine Index No. 19, in Price Schedule No. 1 for District No. 9, for All Shipments Except Truck.

SUPPLEMENT T—TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 9

SUBPART B—TRUCK SHIPMENTS

NOTE: The material contained in this Supplement T is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 329, for District No. 9 and Supplements thereto.

§ 329.24 *General prices in cents per net ton for shipment into any market area*

Code member	Mine Index No.	Mine	Seam No.	Prices and size group Nos. 1, 2	3	4	5	6	7	8	9	10, 11, 12	13, 14	15	17	18, 19, 20	21, 22	23, 24	25	26, 27	28, 29
CHRISTIAN COUNTY																					
Brown, R. L.	97	Brown	6	220	220	210	200	195	195	195	190	175	160	160	---	---	---	---	---	170	165
DAVIESS COUNTY																					
Lanham, Lee	938	Coomer	9	200	195	185	175	170	160	160	150	140	110	50	---	---	---	---	---	120	115
Scott & Baker (Nathan Scott)	934		9	200	195	185	175	170	160	160	150	140	110	50	---	---	---	---	---	120	115
EDMONSON COUNTY																					
Carroll, Lawson	900	Lawson Carroll.	---	200	200	200	200	200	175	160	150	140	110	50	---	---	---	---	---	120	115
Whebery, Alfred	897	Whebery	---	200	200	200	200	200	175	160	150	140	110	50	---	---	---	---	---	120	115
HOPKINS COUNTY																					
Lovan & Dixon (James R. Lovan)	871	Kirkwood	9	200	195	185	175	170	160	160	150	140	110	50	---	---	---	---	---	120	115
Morris, Basil & Arthur	313	Morris Bros.	9	---	---	---	---	---	---	---	---	---	---	---	155	150	145	135	165	---	---
Teague & Murrah	903	T. & M.	9	200	195	185	175	170	160	160	150	140	110	50	---	---	---	---	---	120	115
MUHLENBERG COUNTY																					
Lee, D. L.	909	Hopo	9	200	195	185	175	170	160	160	150	140	110	50	---	---	---	---	---	120	115
Woods & Grayson	870	Wood & Grayson.	9	200	195	185	175	170	160	160	150	140	110	50	---	---	---	---	---	120	115

[F. R. Doc. 41-747; Filed, January 31, 1941; 12:16 p. m.]

TITLE 31—MONEY AND FINANCE: TREASURY

CHAPTER I—MONETARY OFFICES

PART 162—GENERAL LICENSE NO. 32, AS AMENDED, UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO, RELATING TO TRANSACTIONS IN FOREIGN EXCHANGE, ETC.

General License No. 32 is amended to read as follows:

A general license is hereby granted authorizing remittances by any individual through any bank to any individual within any foreign country designated in Executive Order No. 8389, as amended, and any bank is authorized to effect such remittances, provided the following terms and conditions are complied with:

(1) Such remittances are made only for the necessary living expenses of the payee and his household and do not exceed $100 in any one calendar month to any one household, except that additional sums not exceeding $25 in any one calendar month may be remitted for each member of the payee's household in addition to the payee: *Provided,* That in no case shall a sum in excess of $200 per calendar month be remitted to any one household;

(2) Such remittances are not made from funds in which prior to the remittance any foreign country designated in Executive Order No. 8389, as amended, or any national thereof had any interest whatsoever, direct or indirect, other than from an account in a banking institution within the United States in the name of, or in which the beneficial interest is held by, the payee or members of his household, and such remittances may be made from any such account only if effected:

(a) By the acquisition of foreign exchange from a person in the United States having a license specifically authorizing the sale of such exchange; or

(b) By the payment of the dollar amount of the remittance to a bank for credit to an account in the name of a banking institution within the foreign country to which the remittance is to be made, from which account payments, transfers or withdrawals may be made only under license.

All individuals making such remittances and all banks effecting such remittances shall satisfy themselves that the foregoing terms and conditions are complied with.

If such remittances are made from funds in which prior to the remittance no foreign country designated in Executive Order No. 8389, as amended, or national thereof had any interest whatsoever, direct or indirect, banks are authorized to establish and maintain free dollar accounts if necessary, and only to the extent necessary, to effect such remittances. Banks are not authorized to establish or maintain free dollar accounts in cases where such remittances may be effected in the manner prescribed in (a) or (b) under (2) above.

Banks through which any such remittances originate shall execute promptly Section A of Form TFR–132 in triplicate with respect to each such remittance. When so executed such copies of Form TFR–132 shall be forwarded promptly to the bank ultimately transmitting abroad (by cable or otherwise) the payment instructions for such remittance and the latter bank shall, upon the receipt thereof, execute Section B of such copies of Form TFR–132 and promptly file such executed report in triplicate with the appropriate Federal Reserve Bank. If the bank through which any such remittance originates is also the bank ultimately transmitting abroad the payment instructions for such remittance, then such bank shall execute both Sections A and B of such report. No report on Form TFR–132 shall be deemed to have been filed in compliance with this general license unless both Sections A and B thereof have been duly executed as herein prescribed.

As used in this general license:

(1) The term "bank" shall mean any branch or office within the United States of any of the following which is not a national of any foreign country designated in Executive Order No. 8389, as amended: any bank or trust company incorporated under the laws of the United States or of any state, territory or district of the United States, or any private bank subject to supervision and examination under the banking laws of any state, territory or district of the United States. The term "bank" shall also include any other banking institution which is specifically authorized by the Treasury Department to be treated as a "bank" for the purpose of this general license.

(2) The term "household" shall mean: (a) those individuals sharing a common dwelling as a family; or (b) any individual not sharing a common dwelling with others as a family.*

*Part 162; Sec. 5 (b), 40 Stat. 415 and 966; Sec. 2, 48 Stat. 1; Public Resolution No. 69, 76th Congress; 12 U.S.C. 95a; E.O. 6560, Jan. 15, 1934; E.O. 8389, April 10, 1940; E.O. 8405, May 10, 1940; E.O. 8446, June 17, 1940; E.O. 8484, July 15, 1940; E.O. 8493, July 25, 1940; E.O. 8565, Oct. 10, 1940; Regulations, April 10, 1940, as amended May 10, 1940, June 17, 1940, July 15, 1940, and Oct. 10, 1940.

[SEAL] D. W. BELL,
Acting Secretary of the Treasury.

FEBRUARY 1, 1941.

[F. R. Doc. 41–789; Filed, February 3, 1941; 9:28 a. m.]

PART 163—GENERAL LICENSE NO. 33, AS AMENDED, UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO, RELATING TO TRANSACTIONS IN FOREIGN EXCHANGE, ETC.

FEBRUARY 1, 1941.

General License No. 33 is amended to read as follows:

A general license is hereby granted authorizing remittances by any individual through any bank to any individual who is a citizen of the United States within any foreign country and any bank is authorized to effect such remittances, provided the following terms and conditions are complied with:

(1) Such remittances do not exceed $500 in any one calendar month to any payee and his household and are made only for the necessary living and traveling expenses of the payee and his household, except that an additional sum not exceeding $1,000 may be remitted once to such payee if such sum will be used for the purpose of enabling the payee or his household to return to the United States;

(2) Such remittances are not made from funds in which prior to the remittance any foreign country designated in Executive Order No. 8389, as amended, or any national thereof had any interest whatsoever, direct or indirect, other than from an account in a banking institution within the United States in the name of, or in which the beneficial interest is held by, the payee or members of his household.

All individuals making such remittances and all banks effecting such remittances shall satisfy themselves that the foregoing terms and conditions are complied with.

Banks are authorized to establish and maintain free dollar accounts if necessary, and only to the extent necessary, to effect such remittances. Banks are not authorized to establish or maintain free dollar accounts in cases where such remittances may be effected in the manner prescribed in (a) or (b) under (2) of General License No. 32, as amended.

With respect to each remittance made pursuant to this general license reports on Form TFR–132 shall be executed and filed in the manner and form and under the conditions prescribed in General License No. 32, as amended.

As used in this general license the terms "bank" and "household" shall be deemed to have the meaning prescribed in General License No. 32, as amended.*

*Part 163; Sec. 5 (b), 40 Stat. 415 and 966; Sec. 2, 48 Stat. 1; Public Resolution No. 69, 76th Congress; 12 U.S.C. 95a; E.O. 6560, Jan. 15, 1934; E.O. 8389, April 10, 1940; E.O. 8405,

May 10, 1940; E.O. 8446, June 17, 1940; E.O. 8484, July 15, 1940; E.O. 8493, July 25, 1940; E.O. 8565, Oct. 10, 1940; Regulations, April 10, 1940, as amended May 10, 1940, June 17, 1940, July 15, 1940, and Oct. 10, 1940.

[SEAL] D. W. BELL,
Acting Secretary of the Treasury.

[F. R. Doc. 41-790; Filed, February 3, 1941; 9:28 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

CHAPTER II—CORPS OF ENGINEERS, WAR DEPARTMENT

PART 204—DANGER ZONE REGULATIONS[1]

§ 204.88 *Waters of Gulf of Mexico; U. S. Army Air Corps Target Areas off Bayport, Homosassa and Waccasassa Point, Florida.*

THE DANGER ZONES

(a) (1) The northerly area, the northeasterly corner of which is located 14,500 feet S. 28°30' W. from Waccasassa Point, is 26,616 feet wide (east to west) by 30,300 feet long (north to south) and lies between latitudes 29°02'30" and 29° 07'30" and longitudes 82°50' and 82°55'.

(2) The middle area, the southeasterly corner of which is located 18,000 feet S. 62°00' W. from the United States Coast and Geodetic Survey Station at Homosassa Point, is 26,692 feet wide (east to west) by 30,300 feet long (north to south) and lies between latitudes 28°45' and 28°50' and longitudes 82°47' and 82°52'.

(3) The southerly area, the northeasterly corner of which is located 44,000 feet S. 72°30' W. from the point of land at Bayport, Florida, is 26,775 feet wide (east to west) by 30,300 feet long (north to south) and lies between latitudes 28°25' and 28°30' and longitudes 82°47' and 82°52'.

THE REGULATIONS

(b) (1) The danger areas are open to navigation except when bombing practice is being conducted.

(2) The four corners of each of the three areas will be marked with single piles or single spar buoys projecting about 10 feet above the water, on which will be placed a sign stating:

DANGER ZONE
KEEP OUT
AIRCRAFT BOMBING RANGE
5 MILES (EAST) (WEST) 6 MILES
(NORTH) (SOUTH)
(DIRECTIONS TRUE)

(3) Prior to conduct of each bombing practice the areas shall be patrolled by Army aircraft, which will warn navigation to leave the area by the "buzzing" signal, that is, by flying low over the craft and signalling by opening and closing the throttle.

(4) Upon the sounding of this signal any watercraft within the area designated shall immediately leave it, and no craft shall enter this area until practice has ceased.

(5) These regulations shall be enforced by the Commanding Officer, MacDill Field, Tampa, Florida, and such agencies as he may designate. (Sec. 7, River and Harbor Act, Aug. 8, 1917; 40 Stat. 266; 33 U.S.C. 1) [Regs. Jan. 9, 1941 (E.D. 7195 (Mexico, Gulf of) 4/1)]

[SEAL] E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-792; Filed, February 3, 1941; 9:49 a. m.]

[1] § 204.88 is added.

TITLE 49—TRANSPORTATION AND RAILROADS

CHAPTER I—INTERSTATE COMMERCE COMMISSION

IN THE MATTER OF APPLICATIONS FOR EXEMPTION OF MOTOR CARRIERS ENGAGED IN TRANSPORTATION IN INTERSTATE OR FOREIGN COMMERCE SOLELY WITHIN ONE STATE

At a Session of the Interstate Commerce Commission, Division 5, held at its office in Washington, D. C., on the 30th day of September, A. D. 1940, the matter of applications under the above title being under consideration:

It is ordered, That applications for certificates of exemption under section 204 (a) (4a), Part II of the Interstate Commerce Act, exempting from compliance with the provisions of said part any motor carrier lawfully engaged in transportation in interstate or foreign commerce solely within a single State, which transportation is of such nature, character, or quantity as not substantially to affect or impair uniform regulation by the Commission of transportation by motor carriers engaged in interstate or foreign commerce in effectuating the national transportation policy declared in said Act, shall be in the form and contain the information called for in the form of application attached hereto and made a part hereof.[1]

And it is further ordered, That the verified original application and one copy thereof shall be filed with the Interstate Commerce Commission, Washington, D. C., and one copy shall be delivered, in person or by registered mail, to the Board, Commission, or official (or Governor, if there be no Board, Commission, or official) having authority to regulate the business of transportation by motor vehicles, of the State in which applicant operates, and that a notice of the filing of such application shall be served, in person or by registered mail, upon each motor carrier with whose service the operations described in such application are directly competitive.

By the Commission, Division 5.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 41-787; Filed, February 1, 1941; 11:12 a. m.]

[1] Form B. M. C. 72 filed as part of the original document.

Notices

WAR DEPARTMENT.

INDUCTION OF CERTAIN NATIONAL GUARD UNITS, EFFECTIVE FEBRUARY 24, 1941

JANUARY 31, 1941.

To: Commanding Generals, Second, Third and Fourth Armies; Commanding Generals, First, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Corps Areas.

1. Pursuant to and in compliance with the provisions of Executive Order Number 8633, January 14, 1941, ordering certain units and members of the National Guard of the United States into the active military service of the United States, effective on dates to be announced in War Department orders, February 24, 1941, is hereby announced as the effective date of induction for the following organizations:

Unit	*State*
43d Division	Conn., Maine, Vt., R. I.
115th Cavalry	Wyo.
Headquarters Battery, 74th Field Artillery Brigade.	Ga.
Headquarters Battery, 75th Field Artillery Brigade.	Tenn.
163th Field Artillery	Colo.
172d Field Artillery	N. H.
179th Field Artillery	Ga.
181st Field Artillery	Tenn.
191st Field Artillery	Tenn.
210th Coast Artillery (Anti-aircraft.	Mich.
103d Coast Artillery Battalion (Antiaircraft).	Ky.
118th Observation Squadron	Conn.

2. Separate instructions are being transmitted for the troop movements to be made following induction.

3. Governors and State Adjutants General of states concerned are being furnished copies of this letter.

By order of the Secretary of War.

[SEAL] R. G. HERSEY,
Adjutant General.

[F. R. Doc. 41-791; Filed, February 3, 1941; 9:49 a. m.]

[Contract No. W. 535 ac-16936 (4132)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: LINK AVIATION DEVICES, INC.

Contract for * * * Trainer Assemblies, Instrument Flying and Landing, and Data.

Amount, $4,037,412.00.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

NG 15431 P 59–3059 A 1405–01
AC 30 P 85–3059 A 0705–01

This Contract, entered into this 30th day of November 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government all of the articles and data as set forth more particularly in Article 16 hereof, for the consideration stated four million ninety seven thousand four hundred twelve dollars ($4,097,412.00), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Articles and supplies called for and prices therefor. (1) The Contractor shall furnish and deliver to the Government all of the following articles, to-wit:

Item 1—* * * Trainers, total	$4,056,192.00
Item 2—* * * Trainers, total	41,220.00

(2) The Contractor shall likewise furnish and deliver to the Government, but without additional cost therefor, the following engineering data covering the Trainers called for in paragraph (1) above:

(a) * * * vandykes of Class * drawings and parts lists covering said articles.

(b) * * * Handbook of Instructions and Parts Catalog covering said articles.

(c) Priced parts list in vandyke form to permit procurement of spare parts for Trainers called for hereunder while same are in production.

(d) Interchangeable parts list indicating all parts that are common to Trainers.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the national defense.

Special conditions. It is understood and agreed that certain plant facilities, in addition to those now available to the Contractor, will be required by the Contractor to enable it to comply with the delivery schedules set forth in Article 17 hereof. If an agreement satisfactory to the Contractor, providing for the construction or acquisition of such plant facilities, is not entered into, and if required, approved within a reasonable time after date of approval of this contract, then and in that event negotiations shall, at the written request of the Contractor delivered to the Contracting Officer, be entered into by and between the Contractor and the Contracting Officer for the amendment of such delivery schedules. If no agreement on such amendment be reached within * * * days from the date of delivery of such request, then the Contractor shall have the right at any time thereafter, and prior to the execution and approval, if required, of an agreement providing for the facilities required as hereinbefore stated, to demand in writing of the Contracting Officer that the Government terminate this contract upon the terms and conditions set forth in Article 23 hereof, and the Government agrees in such event to so terminate.

Termination when Contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under provisions of Paragraph 1 (a) Act 7–2–40.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41–774; Filed, February 1, 1941; 9:50 a. m.]

[Contract No. W 670–ORD–1709]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: BETHLEHEM STEEL COMPANY

Contract for * * * Shell Forgings, * * * * * * * *

Amount $1,420,000.00.

Place Philadelphia Ordnance District, Mitten Building, Philadelphia, Pa.

This Contract, entered into this 30th day of November 1940.

The supplies to be obtained under Article 1 of this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authorities Ord–6829–P11–0270–A1005–01 and Ord–6825–P11–0270–A1005–01, the available balances of which are sufficient to cover the cost of same.

Scope of this contract. The contractor shall furnish and deliver * * * Shell, Forgings, * * * for the consideration stated of one million, four hundred twenty thousand dollars ($1,420,000.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Liquidated damages. If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the contractor shall pay to the Government, as fixed, agreed, and liquidated damages * * *% of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries with a maximum liquidated damage charge of * * * % and the contractor and his sureties shall be liable for the amount thereof.

Termination when contractor not in default. This contract is subject to termination by the Government at any time as its interests may require.

Quantities. The Government reserves the right to increase the quantity of this contract by as much as **% and at the unit price specified in Article 1, such option to be exercised within * * * days from date of this contract.

Place of manufacture. The contractor will perform the work under this contract in the factory or factories listed below:

Bethlehem Steel Company
Bethlehem, Pennsylvania

Performance bond. Contractors shall be required to furnish a performance bond in duplicate in the sum of ten per centum of the total amount of this con-

tract with surety or other security acceptable to the Government to cover the successful completion of this contract.

This contract is authorized by the following law:

The Act of July 2, 1940 (Public No. 703, 76th Congress)

FRANK W. BULLOCK,
Major, Signal Corps,
Asistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-772; Filed, February 1, 1941; 9:50 a. m.]

[Contract No. W 535 ac-16622 (4031)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: SPERRY GYROSCOPE COMPANY, INC.

Contract for Aircraft Automatic Pilot Parts; and Data.

Amount, $3,519,720.00.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

AC 32 P 12-3037 A 0705.003-01
AC 34 P 12-3037 A 0705-01

This Contract, entered into this 3rd day of December, 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government Aircraft Automatic Pilot Parts; and Data, for the consideration stated Three Million, Five Hundred Nineteen Thousand, Seven Hundred Twenty Dollars ($3,519,720.00), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Options. The Government is granted the right and option at any time within * * * days from and after date of approval of this contract to increase the quantity or quantities of the articles called for under the terms of paragraph (1) of Article 16 of this contract to any quantity specified herein. The unit price of each article furnished under the terms of any respective item, not exceeding the maximum quantity set forth, for such item, shall be the unit price specified for the total quantity of such item or items to be purchased.

Advance payments. (1) Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the national defense.

Termination when Contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-773; Filed, February 1, 1941; 9:50 a. m.]

[Contract No. W 535 ac-16323 (3906)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: GENERAL MOTORS CORPORATION, ALLISON DIVISION

Contract for Aeronautical Engines, Spare Parts & Data.

Amount $69,722,625.50.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

AC 34 P 12-3037 A 0705-01
AC 28 P 82-3037 A 0705-01
AC 26 P 81-3037 A 0705-01

This Contract, entered into this 4th day of December 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government all of the articles and data as set forth more particularly in Article 16 hereof, for the consideration stated sixty nine million seven hundred twenty two thousand six hundred twenty five dollars fifty cents ($69,722,625.50), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed $1,000 or 50 percent of the total amount of the contract.

Article 16 *Articles and data called for and prices therefor* (1) The Contractor shall furnish and deliver to the Government all of the following articles in the quantities and at the prices indicated below:

Item 1 * * * Aeronautical Engines, total	$14,191,910.00
Item 2 * * * Aeronautical Engines, total	14,203,765.00
Item 3 * * * Aeronautical Engines, total	15,950,495.00
Item 4 * * * Aeronautical Engines, total	7,234,535.00
Item 5 * * * Aeronautical Engines, total	11,793,500.00
Item 6 Spare parts for the Model * * * areonautical engines called for under Item 1 at not to exceed a total cost of	1,419,191.00
Item 7 Spare parts for the Model * * * aeronautical engines called for under Item 2 at not to exceed a total cost of	1,420,876.50
Item 8 Spare parts for the Model * * * areonautical engines called for under Item 3 at not to exceed a total cost of	1,595,049.50
Item 9 Spare parts for the Model * * * aeronautical engines called for under Item 4 at not to exceed a total cost of	723,453.50
Item 10 Spare parts for the Model * * * aeronautical engines called for under Item 5 at not to exceed a total cost of	1,179,850.00

The Contractor shall likewise furnish and deliver to the Government, but without additional cost therefor, engineering data covering each model of aeronautical

engine called for under the terms of paragraph (1) of this Article.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense.

Price adjustment. The contract prices stated in this contract for Engines and Spare Parts are subject to adjustments for changes in labor and material costs.

General. It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the Engines and Spare Parts.

This contract authorized under the provisions of paragraph 4g (1) A. R. 5-240.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-767; Filed, February 1, 1941; 9:48 a. m.]

[Contract No. W 535 ac 16380 (3922)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: THE GOODYEAR TIRE & RUBBER COMPANY, INC.

Contract for: Wheel and Brake Assemblies.

Amount: $2,886,517.40.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 34 P 12-3037 A 0705-01, the available balance of which is sufficient to cover cost of same.

This Contract, entered into this Sixth day of December 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government wheel and Brake assemblies for the consideration stated two million eight hundred eighty six thousand, five hundred seventeen dollars and forty cents ($2,886,517.40) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays — damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Options. The Government is granted the right and option at any time not later than * * * days from and after * * * to increase the quantity or quantities of the Wheel and Brake Assemblies to any quantities specified herein.

The Government is granted the further right and option at any time during the life of this contract to increase the quantity or quantities of the supplies called for under the terms of Article 16 hereof, at not more than the unit prices stipulated, by any amount not exceeding * * * % of the entire contract price stipulated, said increase to be applied as to all or any item or items at the option of the Government.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Accounts.

[F. R. Doc. 41-770; Filed, February 1, 1941; 9:49 a. m.]

[Contract No. W 535 ac-16615 (4024)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: BENDIX AVIATION CORPORATION, ECLIPSE AVIATION DIVISION

Contract for Starters, Switches and Solenoids; and Data.

Amount $5,663,167.00.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authorities, the available balances of which are sufficient to cover cost of same:

AC 28 P 82-3037 A 0705-01
AC 28 P 82-1280 A 0705-01
AC 30 P 85-3059 A 0705-01
AC 32 P 12-3037 A 0705.003-01
AC 34 P 12-3037 A 0705-01

This Contract, entered into this 12th day of December 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government Starters, Switches and Solenoids; and Data for the consideration stated Five Million Six Hundred Sixty-three Thousand One Hundred Sixty-seven Dollars ($5,663,167.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Options. The Government is granted the right and option at any time within * * * days from and after date of approval of this contract to increase the quantity or quantities of articles called for under the terms of Paragraph 1 of Article 16 of this contract to any quantity specified herein, and in the event of the exercise of this option the price of each article furnished under the terms of any respective item, not exceeding the maximum quantity set forth, shall be the unit price specified for the total quantity of such item or items to be purchased.

The Government is granted the further right and option at any time during the life of this contract to increase the quantity or quantities of the articles called for under the terms of Paragraph (1) of Article 16 hereof at not more than the unit prices stipulated, by any amount not exceeding * * * percent of the entire contract price stipulated.

Termination when contractor not in default. If, in the opinion of the Contracting Officer upon the approval of The Secretary of War, the best interests of the Government so require, this contract may be terminated by the Gov-

ernment even though the contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the contractor.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-768; Filed, February 1, 1941; 9:49 a. m.]

[Contract No. W 535 ac-16957 (4127)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: CURTISS-WRIGHT CORPORATION, CURTISS PROPELLER DIVISION

Contract for Propeller Assemblies, Controls and Data for the U. S. Army Air Corps.

Amount $44,189,003.80.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

AC 34 P 12-3037	
A 0705-01	$33,462,702.70
AC 28 P 82-3037	
A 0705-01	$7,689,221.10
NG15430 P58-3037	
A140501	$3,037,080.00

This Contract, entered into this twelfth day of December 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government propeller assemblies, controls and data, for the consideration stated forty-four million one hundred eighty nine thousand three dollars eighty cents ($44,189,003.80), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Partial payments will be made as the work progresses at the end of each calendar month or as soon thereafter as practicable on authenticated statements of expenditures of the Contractor approved by the Contracting Officer.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense.

Special conditions. (1) The Contractor represents that the fixed prices established in this contract include no element on account of or representing cost of expansion of plant facilities (including land, buildings, machinery, tools and equipment) of vendors or sub-contractors. In the event that it shall prove necessary, in order to enable the Contractor to perform this contract, that funds be made available to such vendors or sub-contractors for such expansion of facilities and the Government shall not enter directly into arrangements with such vendors or sub-contractors providing for such expansion, the prices herein established shall be negotiated to provide for the inclusion therein as an element of cost funds which are necessarily paid by the Contractor to such vendors or sub-contractors for such expansion of facilities.

(2) It is understood and agreed that certain plant facilities in addition to those now available to the Contractor will be required by the Contractor to enable him to comply with the terms of this contract. If an agreement satisfactory to the Contractor, providing for the construction or acquisition of such facilities, is not entered into, and, if required, approved on or before * * *, then and in such event negotiations shall, at the written request of the Contractor, delivered to the Contracting Officer be entered into for the amendment of such contract terms. If no agreement on such amendment be reached within * * * days from the date of delivery of such request, then the Contractor shall have the right, at any time thereafter and prior to the execution and approval, if required, of an agreement providing for the facilities required as hereinbefore stated, to demand in writing of the Contracting Officer that the Government terminate this contract upon the terms and conditions hereinafter stated in the clause permitting termination when the Contractor is not in default, and the Government agrees in such event to so terminate. It is likewise understood and agreed that certain of the terms of this contract are contingent upon the availability of the facilities, hereinbefore referred to, complete and ready for use not later than * * *.

Options. (1) The Government is granted the right and option at any time within * * * days after date of approval of this contract to increase the quantity of Propeller Assemblies called for under the terms of Item 1, by any amount not exceeding * * *, at not more than the unit price hereinbefore stipulated for such Propeller Assemblies and to increase the quantity of Controls called for under the terms of Item 2, by any amount not exceeding * * *, at not more than the unit price hereinbefore stipulated for such Controls.

(2) The Government reserves the right during the life of this contract to increase the quantity or quantities of the supplies called for herein, by any amount that would not exceed * * * percent of the entire contract price stipulated, said increase to be applied as to all or any item or items at the option of the Government.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

Title to property where partial payments are made. The title to all property upon which any partial payment is made prior to the completion of this contract, shall vest in the Government in its then condition forthwith upon the making of any such partial payment or payments.

Fire insurance. The contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment, plus all other partial payments, if any, theretofore made thereon, and further agrees to keep such property so insured, free of cost to the Government, until the same is delivered to the Government.

Price adjustment. The contract prices stated in this contract for Propeller and Control Assemblies are subject to adjustments for changes in labor and material costs.

General. It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the articles.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-769; Filed, February 1, 1941; 9:49 a. m.]

[Contract No. W 535 ac-17349 (4243)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: FAIRCHILD AVIATION CORPORATION

Contract for Cameras, Cone Assemblies, Magazine Assemblies and Data.

Amount $8,019,845.00.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover costs of same:

AC 34 P 12-3037 A 0705-01
AC 30 P 85-3022 A 0705-01

This Contract, entered into this December 17, 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government Cameras, Cone Assemblies, Magazine Assemblies and Data, for the consideration stated eight million nineteen thousand eight hundred forty five dollars ($8,019,845.00), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-771; Filed, February 1, 1941; 9:50 a. m.]

NAVY DEPARTMENT.

Bureau of Ships.

[NOd-1550]

SUMMARY OF CONTRACT FOR ADDITIONAL PLANT FACILITIES

CONTRACTOR: CRAMP SHIPBUILDING COMPANY, PHILADELPHIA, PENNSYLVANIA

JANUARY 24, 1941.

Under date of October 29, 1940, the Navy Department entered into a contract with Cramp Shipbuilding Company for the acquisition, construction, and installation of additional plant facilities, at a total estimated cost of $10,000,000.00, required to rehabilitate and equip the Philadelphia shipyard property of the company to enable it to construct naval vessels now under contract.

Title to the facilities is to be in the company, but it may not, during the life of the contract, mortgage or sell the same. The Department is obligated to reimburse the company for the total cost of the facilities (as determined by a certificate of an independent public accountant to be filed after completion of the facilities) not in excess of $12,000,000.00, such reimbursement to be made in sixty (60) equal monthly installments beginning after the completion of the facilities.

The contract may be terminated by the Department at any time and upon the happening of certain specified conditions, it may also be terminated by the company. Upon such termination by either party the company has the option of either retaining the facilities by paying the fair value therefor or transferring title thereto to the United States. Upon compliance by the company with either of these options, the Department is required to pay to the company so much of the cost of the facilities as shall not theretofore have been reimbursed by it to the company.

H. WILLIAMS,
Acting Chief of Bureau.

[F. R. Doc. 41-762; Filed, February 1, 1941; 9:47 p. m.]

SUMMARIES OF NAVY CONTRACTS FOR THE CONSTRUCTION OF NAVAL VESSELS ON THE BASIS OF COST-PLUS-A-FIXED-FEE.

JANUARY 27, 1941.

The Navy Department has entered into the following contracts for the construction of naval vessels:

(1) Contract NOd-1432, with the Federal Shipbuilding and Dry Dock Company, dated July 1, 1940, for the construction of two (2) destroyers at its plant at Kearny, New Jersey, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $545,000.00 per vessel payable to the contractor, being $7,785,715.00.

(2) Contract NOd-1498, with the Cramp Shipbuilding Company, dated October 29, 1940, for the construction of six (6) light cruisers at its plant at Philadelphia, Pennsylvania, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $1,063,080.00 per vessel payable to the contractor, being $17,730,000.00.

(3) Contract NOd-1502, with the Seattle-Tacoma Shipbuilding Corporation, dated September 9, 1940, for the construction of five (5) destroyers at its plant at Seattle, Washington, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $329,790.00 per vessel payable to the contractor, being $5,496,500.00. A change in the contract was authorized on January 18, 1941, adding five (5) destroyers so that ten (10) destroyers are now to be constructed under the contract.

(4) Contract NOd-1504, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of two (2) destroyers at its plant at Kearny, New Jersey, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $284,000.00 per vessel payable to the contractor, being $4,057,100.00.

(5) Contract NOd-1505, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of two (2) destroyers at its plant at Kearny, New Jersey, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $308,000.00 per vessel payable to the contractor, being $4,400,000.00.

(6) Contract NOd-1510, with the Gulf Shipbuilding Corporation, dated September 9, 1940, for the construction of four (4) destroyers at its plant at Chickasaw, Alabama, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $410,191.00 per vessel payable to the contractor, being $6,836,520.00.

(7) Contract NOd-1511, with the Seattle-Tacoma Shipbuilding Corporation, dated September 9, 1940, for the construction of fifteen (15) destroyers at its plant at Seattle, Washington, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $410,191.00 per vessel payable to the contractor, being $6,836,520.00.

(8) Contract NOd-1512, with the Consolidated Steel Corporation, Ltd., dated September 9, 1940, for the construction of twelve (12) destroyers at its plant at Orange, Texas, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $410,191.00 per vessel payable to the contractor, being $6,836,520.00.

(9) Contract NOd-1514, with the Manitowoc Shipbuilding Company, dated

September 9, 1940, for the construction of ten (10) submarines at its plant at Manitowoc, Wisconsin, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $171,000.00 per vessel payable to the contractor, being $2,850,000.00.

(10) Contract NOd–1515, with the Los Angeles Shipbuilding and Dry Dock Corporation, dated September 9, 1940, for the construction of a repair ship at its plant at San Pedro, California, on a cost-plus-a-fixed-fee basis, the estimated cost of the vessel, exclusive of the fixed fee of $825,000.00 per vessel payable to the contractor, being $13,750,000.00.

(11) Contract NOd–1622, with Moore Dry Dock Company, dated December 30, 1940, for the construction of two (2) submarine tenders and five (5) submarine rescue vessels at its plant at Oakland, California, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel for the submarine tenders, exclusive of the fixed fee of $780,000.00 per vessel payable to the contractor, being $13,000,000.00, and the estimated cost per vessel for the submarine rescue vessels, exclusive of the fixed fee of $114,000.00 per vessel payable to the contractor, being $1,900,000.00.

Each of the above-mentioned contracts contains provisions for the suspension, termination or cancellation of the contract in order to safeguard the Government's interests in the event that the public exigency requires that any such action be taken. An equitable basis for settlement of the contract is provided in the case of each of these contingencies.

The estimated cost and the fixed fee payable to the contractor under each contract are subject to adjustment for changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

S. M. ROBINSON,
Chief of Bureau.

[F. R. Doc. 41–766; Filed, February 1, 1941; 9:48 a. m.]

SUMMARIES OF NAVY SUPPLEMENTAL CONTRACTS FOR ADDITIONAL PLANT FACILITIES

JANUARY 27, 1941.

The Navy Department has entered into the following supplemental contracts, under date of September 9, 1940, for the acquisition, construction, and installation of emergency plant facilities required to expedite the construction of naval vessels:

(1) Contract NOd–1533, with the New York Shipbuilding Corporation, at the plant of that corporation at Camden, New Jersey, the total estimated cost thereof being $10,500,000.00.

(2) Contract NOd–1534, with the Bethlehem Steel Company (Shipbuilding Division), at the plant of that company at Quincy, Massachusetts, the total estimated cost thereof being $13,427,500.00. A change in the contract was authorized on January 18, 1941, increasing the total estimated cost to $17,507,500.00.

(3) Contract NOd–1535, with the Bethlehem Steel Company (Shipbuilding Division), at the plant of that company at Staten Island, New York, the total estimated cost thereof being $2,706,000.00. A change in the contract was authorized on January 16, 1941, increasing the total estimated cost to $3,586,000.00.

(4) Contract NOd–1536, with the Bethlehem Steel Company (Shipbuilding Division), at the plant of that company at San Francisco, California, the total estimated cost thereof being $11,162,000.00. A change in the contract was authorized on January 16, 1941, increasing the total estimated cost to $12,909,900.00.

(5) Contract NOd–1537, with the Bethlehem Steel Company (Shipbuilding Division), at the plant of that company at Los Angeles, California, the total estimated cost thereof being $2,756,000.00. A change in the contract was authorized on January 16, 1941, increasing the total estimated cost to $3,950,000.00.

(6) Contract NOd–1538, with the Federal Shipbuilding and Dry Dock Company, at the plant of that company at Kearny, New Jersey, the total estimated cost thereof being $5,500,000.00.

(7) Contract NOd–1539, with the Bath Iron Works Corporation, at the plant of that corporation at Bath, Maine, the total estimated cost thereof being $2,000,000.00.

(8) Contract NOd–1540, with the Newport News Shipbuilding and Dry Dock Company, at the plant of that company at Newport News, Virginia, the total estimated cost thereof being $14,000,000.00.

(9) Contract NOd–1541, with the Electric Boat Company, at the plant of that company at Groton, Connecticut, the total estimated cost thereof being $4,600,000.00.

(10) Contract NOd–1542, with the Manitowoc Shipbuilding Company, at the plant of that company at Manitowoc, Wisconsin, the total estimated cost thereof being $1,000,000.00.

(11) Contract NOd–1543, with the Seattle-Tacoma Shipbuilding Corporation, at the plant of that corporation at Seattle, Washington, the total estimated cost thereof being $4,600,000.00. A change in the contract is to be recommended, which will increase the total estimated cost to $5,800,000.00.

(12) Contract NOd–1544, with the Consolidated Steel Corporation, Ltd., at the plant of that corporation at Orange, Texas, the total estimated cost thereof being $4,600,000.00. A change in the contract was recommended on January 17, 1941, increasing the total estimated cost to $5,367,400.00.

In each case the contractor will acquire and install the emergency plant facilities subject to supervision by the Navy Department. The costs thereof, as determined by the Compensation Board of the Navy Department, will be paid by the Government periodically as earned. Title to the facilities will vest in the Government, but the facilities will be operated by the contractor in the construction of naval vessels. The Government may require the contractor to maintain the facilities in repair for a period of five (5) years after the completion of the last naval vessel covered by the construction contracts with the contractor. Subject to such right of the Government, the contractor may, at the completion of the last naval vessel covered by the construction contracts, purchase the facilities at their then fair value. The emergency plant facilities contracts are subject to suspension, termination or cancellation at the option of the Government.

S. M. ROBINSON,
Chief of Bureau.

[F. R. Doc. 41–765; Filed, February 1, 1941; 9:47 a. m.]

SUMMARIES OF NAVY CONTRACTS FOR THE CONSTRUCTION OF NAVAL VESSELS ON THE BASIS OF FIXED PRICE ADJUSTED FOR LABOR AND MATERIAL

JANUARY 27, 1941.

The Navy Department has entered into the following contracts for the construction of naval vessels:

(1) Contract NOd–1430, with the Federal Shipbuilding and Dry Dock Company, dated July 1, 1940, for the construction of two (2) destroyers at Kearny, New Jersey, at a contract price of $10,544,000.00.

(2) Contract NOd–1431, with the Bethlehem Steel Company, dated July 1, 1940, for the construction of two (2) destroyers at San Francisco, California, at a contract price of $11,954,000.00.

(3) Contract NOd–1433, with the Federal Shipbuilding and Dry Dock Company, dated July 1, 1940, for the construction of six (6) destroyers at Kearny, New Jersey, at a contract price of $42,958,200.00.

(4) Contract NOd–1434, with the Bath Iron Works Corporation, dated July 1, 1940, for the construction of six (6) destroyers at Bath, Maine, at a contract price of $40,879,200.00.

(5) Contract NOd–1435, with the Bethlehem Steel Company, dated July 1, 1940, for the construction of two destroyers at Staten Island, New York, N. Y., at a contract price of $14,862,000.00

(6) Contract NOd–1436, with the Electric Boat Company, dated July 1, 1940, for the construction of thirteen (13) submarines at Groton, Connecticut, at a contract price of $36,335,000.00.

(7) Contract NOd–1437, with the New York Shipbuilding Corporation, dated July 1, 1940, for the construction of three (3) light cruisers at Camden, New Jersey, at a contract price of $55,973,400.00.

(8) Contract NOd–1438, with the Newport News Shipbuilding and Dry Dock Company, dated July 3, 1940, for

the construction of two (2) light cruisers at Newport News, Virginia, at a contract price of $38,545,000.00.

(9) Contract NOd–1439, with the Bethlehem Steel Company, dated July 1, 1940, for the construction of four (4) light cruisers at Quincy, Massachusetts, at a contract price of $74,292,000.00.

(10) Contract NOd–1440, with the Bethlehem Steel Company, dated July 1, 1940, for the construction of four (4) heavy cruisers at Quincy, Massachusetts, at a contract price of $94,472,000.00.

(11) Contract NOd–1441, with the New York Shipbuilding Corporation, dated July 1, 1940, for the construction of a large seaplane tender at Camden, New Jersey, at a contract price of $14,260,-500.00.

(12) Contract NOd–1442, with the Newport News Shipbuilding and Dry Dock Company, dated July 3, 1940, for the construction of three (3) aircraft carriers at a contract price of $130,986,000.00.

(13) Contract NOd–1490, with the Newport News Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of one (1) aircraft carrier at Newport News, Virginia, at a contract price of $42,725,000.00.

(14) Contract NOd–1491, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of four (4) aircraft carriers at Quincy, Massachusetts, at a contract price of $191,200,000.00.

(15) Contract NOd–1492, with the New York Shipbuilding Corporation, dated September 9, 1940, for the construction of six (6) large cruisers at Camden, New Jersey, at a contract price which will be the subject of negotiation between the Navy Department and the contractor when sufficient information becomes available on which to make a satisfactory estimate of cost. The amount of the contract shall be subject to adjustment as hereinafter indicated.

(16) Contract NOd–1493, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of four (4) heavy cruisers at Quincy, Massachusetts, at a contract price of $94,472,000.00.

(17) Contract NOd–1494, with the New York Shipbuilding Corporation, dated September 9, 1940, for the construction of four (4) light cruisers at Camden, New Jersey, at a contract price of $74,-631,200.00. A change in the contract has been authorized, adding two (2) light cruisers, and, thereby, increasing the contract price to $111,946,800.00.

(18) Contract NOd–1495, with the Newport News Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of two (2) light cruisers at Newport News, Virginia, at a contract price of $38,545,000.00.

(19) Contract NOd–1496, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of two (2) light cruisers at Quincy, Massachusetts, at a contract price of $37,146,-000.00.

(20) Contract NOd–1497, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of five (5) light cruisers at Kearny, New Jersey, at a contract price of $96,000,000.00 A change in the contract has been authorized, canceling two (2) light cruisers, and, thereby, decreasing the contract price to $58,620,000.00.

(21) Contract NOd–1499, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of four (4) light cruisers at San Francisco, California, at a contract price of $58,-780,000.00.

(22) Contract NOd–1500, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of eight (8) destroyers at Kearny, New Jersey, at a contract price of $43,032,000.00.

(23) Contract NOd–1501, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of two (2) destroyers at Staten Island, New York, N. Y., at a contract price of $11,-954,000.00.

(24) Contract NOd–1503, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of five (5) destroyers at Kearny, New Jersey, at a contract price of $36,800,000.00.

(25) Contract NOd–1506, with the Bath Iron Works Corporation, dated September 9, 1940, for the construction of eleven (11) destroyers at Bath, Maine, at a contract price of $74,943,000.00. A change in the contract has been authorized, adding six (6) destroyers and, thereby, increasing the contract price to $115,821,000.00.

(26) Contract NOd–1507, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of eight (8) destroyers at Staten Island, New York, N. Y., at a contract price of $59,448,000.00. A change in the contract has been authorized, canceling three (3) destroyers and, thereby, decreasing the contract price to $37,155,000.00.

(27) Contract NOd–1508, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of eighteen (18) destroyers at San Francisco, California, at a contract price of $136,512,000.00. A change in the contract has been authorized, canceling two (2) destroyers and, thereby decreasing the contract price to $121,344,000.00.

(28) Contract NOd–1509, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of six (6) destroyers at San Pedro Yard, Los Angeles, California, at a contract price of $45,504,000.00. A change in the contract has been authorized, canceling two (2) destroyers and, thereby decreasing the contract price to $30,336,000.00.

(29) Contract NOd–1513, with the Electric Boat Company, dated September 9, 1940, for the construction of twenty-five (25) submarines at Groton, Connecticut, at a contract price of $69,125,000.00.

(30) Contract NOd–1532, with the Newport News Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of three (3) aircraft carriers at Newport News, Virginia, at a contract price of $138,375,000.00.

(31) Contract NOd–1575, with the Defoe Boat and Motor Works dated November 5, 1940, for the construction of four (4) mine sweepers at Bay City, Michigan, at a contract price of $6,310,000.00.

Each of the above-mentioned contracts contains provisions for the suspension, termination or cancellation of the contract in order to safeguard the Government's interests should the public exigency require such action. An equitable basis for settlement of the contract is provided in the case of each of these contingencies. In the event of termination due to fault of the contractor, the Government may complete the vessels for the account of the contractor.

The contract prices provided for in the above-mentioned contracts are subject to adjustment in accordance with changes in indices of wages and materials prices, and are subject to adjustment for changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

S. M. ROBINSON,
Chief of Bureau.

[F. R. Doc. 41–761; Filed, February 1, 1941; 9:46 a. m.]

[NOd–1567]

SUMMARY OF CONTRACT FOR SEAPLANE TENDERS

CONTRACTOR: LAKE WASHINGTON SHIPYARDS AND PACIFIC CAR AND FOUNDRY CO., HOUGHTON, WASHINGTON

JANUARY 29, 1941.

Under date of December 6, 1940, the Navy Department entered into a contract with Lake Washington Shipyards and Pacific Car and Foundry Co. for the construction of six (6) small seaplane tenders at their plants at Houghton, Washington, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of $240,000.00 per vessel payable to the contractor, being $4,000,000.00.

The above-mentioned contract contains provision for the suspension, termination or cancellation of the contract in order to safeguard the Government's interest in the event that the public exigency requires that any such action be taken. An equitable basis for settlement of the contract is provided in the case of each of these contingencies.

The estimated cost and the fixed fee payable to the contractor under the contract is subject to adjustment for changes in the plans and specifications which

may be ordered by the Navy Department during the course of construction.

S. M. ROBINSON,
Chief of Bureau.

[F. R. Doc. 41-763; Filed, February 1, 1941; 9:47 a. m.]

[NOd-1655]

SUMMARY OF CONTRACT FOR MACHINERY FOR MINESWEEPERS

CONTRACTOR: AMERICAN LOCOMOTIVE COMPANY, AUBURN, NEW YORK

JANUARY 29, 1941.

Under date of December 6, 1940, the the Navy Department entered into a contract with American Locomotive Company for the construction of propelling machinery for nine (9) minesweepers, at Auburn, New York, at a total contract price of $5,299,890.00 or a contract price of $588,874.00 for the first set and a contract price of $588,877.00 for the remaining sets of machinery.

The contract provides for the suspension, termination, or cancellation of the contract in order to safeguard the Government's interest should the public exigency require such action. An equitable basis for settlement of the contract is provided in the case of each of these contingencies. In the event of termination due to fault of the contractor, the Government may complete the construction of the machinery for the account of the contractor.

The contract price is subject to adjustment for variations in cost due to approved overtime and/or shift work, and changes in the plans and specifications which may be ordered by the Navy Department during the course of construction. The contract provides for the payment by the contractor of liquidated damages for late delivery.

S. M. ROBINSON,
Chief of Bureau.

[F. R. Doc. 41-764; Filed, February 1, 1941; 9:47 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-408]

PETITION OF DISTRICT BOARD NO 1 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES NOT HERETOFORE CLASSIFIED AND PRICED, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

[Docket No. A-281]

PETITION OF L. DEWEY YOMMER, A CODE MEMBER OF DISTRICT NO. 1, FOR ADDITIONAL CLASSIFICATIONS IN SIZE GROUPS AND THE ESTABLISHMENT OF MINIMUM PRICES FOR CERTAIN COALS OF THE SAME MINE (MINE INDEX NO. 456), PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER SEVERING CAPTIONED DOCKETS, AND DISMISSING DOCKET NO. A-281

The above-captioned matters having been heretofore duly consolidated and called on January 10, 1941, for a hearing before W. A. Cuff, the duly designated Trial Examiner of the Division, pursuant to orders hereinbefore entered and due notice thereof heretofore given; and

No one having appeared at said hearing on behalf of the petitioner in the matter designated Docket No. A-281; and

It appearing that the original petition and the petition of one John Hersker to amend such original petition and each of them filed in Docket No. A-281 are fatally deficient both as to form and substance; therefore, on motion of the Director,

It is ordered, That the above-entitled matters in Dockets Nos. A-408 and A-281 be and the same are hereby severed; and

It is further ordered, That said original petition and said petition of John Hersker to amend said original petition filed in Docket No. A-281 be and the same are hereby dismissed without prejudice to the rights of the original petition and of said John Hersker to obtain the relief by them therein sought in any other proceeding, now pending or which may hereinafter be instituted before this Division.

Dated: January 30, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-743; Filed, January 31, 1941; 12:17 p. m.]

[Docket No. A-454]

PETITION OF DISTRICT BOARD 3 FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR THE COALS OF DISTRICT NO. 3 FOR ALL-RAIL SHIPMENTS TO CERTAIN DESTINATIONS IN MARKET AREAS 11, 12 AND 13, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER GRANTING SPECIAL AND LIMITED RELIEF FROM TEMPORARY ORDER

On December 26, 1940, an order was issued in the above-entitled matter, granting temporary relief by increasing in the amount of 7½ cents per ton the effective minimum prices of coal from Districts Nos. 2, 3, 4 and 6 for shipment ex-river via Colona and Conway, Pennsylvania. Following the effective date of this order, but before receiving notice thereof, the Sitnek Fuel Company, acting as sales agent for the Mona Mine of the Arkwright Coal Company, a code member in District No. 3, shipped two barges of ¾" slack coal to the Cleveland Electric Illuminating Company at Cleveland, Ohio. Upon being notified of the temporary order above referred to, the latter company cancelled all unplaced barges originally intended for the Sitnek Fuel Company. The Sitnek Fuel Company has filed a verified application for permission to invoice the contents of the two barges shipped after entry of the temporary order at the previously effective minimum price of $1.61 per net ton.

There appearing good and sufficient cause therefor,

It is ordered, That the Sitnek Fuel Company be permitted to invoice the contents of Barges Nos. 399 and MC-104, shipped to the Cleveland Electric Illuminating Company between December 26, 1940, and January 2, 1941, at the minimum price for such coal which was effective prior to the order dated December 26, 1940, granting temporary relief in Docket No. A-454.

Dated: January 30, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-744; Filed, January 31, 1941; 12:17 p. m.]

[Docket No. A-473]

PETITION OF MCLAREN COAL COMPANY, DISTRICT 10, FOR A REDUCTION IN MINIMUM PRICES IN SIZE GROUPS 1-16, 26 AND 27

MEMORANDUM OPINION AND ORDER GRANTING TEMPORARY RELIEF

This proceeding was instituted upon an original petition filed with this Division by the McLaren Coal Company, a code member in District No. 10, on December 10, 1940. The petition prays for the issuance of temporary and final orders reducing the effective minimum f. o. b. prices for the coals of the McLaren Mine (Mine Index 94) in Size Groups 1-16, 26 and 27, in the amounts necessary to permit the McLaren coals to deliver at destination at a parity with the Belleville Middle Grade coals, Price Groups 17 and 18 of District 10. Specifically the requested reductions for shipment to Market Area 29 (Chicago) are as follows:

Size Groups—	1	2	3	4	5	6	7	8	9
	.35	.40	.45	.40	.40	.40	.35	.40	.45

Size Groups—	10	11	12	13	14	15	16	26	27
	.40	.40	.40	.45	.45	.25	.20	.45	.45

Due to variations in freight rate structures, the requested reductions to other market areas are slightly different.

An informal conference regarding the temporary relief requested in the original petition was held on December 23, 1940, at the Abraham Lincoln Hotel, Springfield, Illinois, upon telegraphic notice to interested parties. Appearances at the conference were noted by the McLaren Coal Company, District Board 10, and the following Code Members in District 10: Franklin County Coal Company, Old Ben Coal Company, Bell & Zoller Coal & Mining Company, Chicago, Wilmington & Franklin Coal Company, Peabody Coal Company, Truax-Traer Coal Company, United Electric Coal Company, Pyramid Coal Company, Southwestern Illinois Coal Corporation and Midvale Coal Company.

The prices established for the McLaren Mine in General Docket No. 15 for the

sizes in question are from 30 to 50 cents lower than those established for the base Southern Illinois coals, included in Price Groups 1 and 2 of District 10. The McLaren coals are currently priced from 35 to 45 cents higher than the Belleville Middle Grade coals (Price Groups 17 and 18), which petitioner alleges are its principal competitors. As previously stated, the f. o. b. mine prices prayed for by petitioner would enable its coals to deliver at the same prices as Belleville Middle Grade coals.

Petitioner represents that due to the prices heretofore established for its mine its operating time and tonnage shipped during the months of October and November, 1940, were only one-third of what they were in the same months of 1939. Petitioner attributes its inability to maintain its markets, under the effective prices, to the fact that the present prices do not properly take into account the unattractive appearance, soft structure, friability and degrading tendencies, and poor stocking and burning characteristics of its coal. Retail dealers stated at the conference that while they were able to market the McLaren coal for domestic purposes at the prices which prevailed before October 1, 1940, they were unable to handle it at the present established prices. A representative of a large industrial consumer stated that though his concern had purchased 1¼" x 0 raw screenings from McLaren, at prices ranging from 60 to 85 cents, in early 1940, it had discontinued its purchase of McLaren coal because of the effective minimum prices.

On the facts presented it appears that sales of McLaren coals have been sharply curtailed since October 1, 1940, and that this has been due at least in part to the prices established for the coal. There is substantial doubt, however, concerning the propriety of granting to petitioner the full measure of temporary relief for which it prays. It appears, for example, that petitioner's coals are definitely superior to the Belleville Middle Grades from an analytical standpoint. This is particularly significant with respect to the industrial sizes, which constitute 40 per cent of petitioner's production, since physical characteristics, such as appearance, structure, suitability for stocking, etc., are of no great import with respect to industrial consumers. Petitioner's coals being analytically superior to the Middle Grades and no showing having been made that petitioner's coals are physically inferior to the Middle Grades, it appears that, all factors being considered, petitioner's coals are superior to the Middle Grades.

In addition there were indications at the conference that petitioner may have acquired some of its former markets prior to October 1, 1940 by offering its coal at prices substantially below the prices which the quality of the coal entitled it to command. Petitioner failed to eliminate the possibility that some of its lost markets were of such a nature that it might be unable to retain them, to the extent that it previously enjoyed them, if required to market its coals at prices fairly related, under the standards of the Act, to competitive coals.

In view of the foregoing circumstances it appears to the Director that a reasonable showing of necessity has been made for the extension to petitioner of temporary relief, pending final disposition of this proceeding, and that an adequate showing has been made of actual or impending injury in the event that such relief is not granted. It further appears to the Director, however, that no reasonable showing of necessity has been made for the extension of the full temporary relief prayed for, and that the granting of the full relief might unduly prejudice other interested persons pending final disposition of this proceeding. More particularly, it appears to the Director that any temporary relief to be granted should preserve a differential for the Belleville Middle Grade coals under petitioner's coals.

Now, therefore, it is ordered, That a reasonable showing of necessity therefor having been made, pending final disposition of the petition in the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, the prices for Mine Index 94, District 10, in the Schedule of Effective Minimum Prices for District 10 for All Shipments Except Truck shall be reduced by 20 cents in Size Groups 1 to 8 and by 10 cents in Size Groups 9 to 15, 26 and 27.

Notice is hereby given that applications to stay, terminate or modify the temporary relief granted in this order may be filed pursuant to the rules and regulations governing practice and procedure before the Bituminous Coal Division in proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: January 30, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-745; Filed, January 31, 1941; 12:17 p. m.]

[Docket No. A-529]

PETITION OF DISTRICT BOARD 8 FOR REDUCTION IN CLASSIFICATION IN SIZE GROUPS 18-21 OF COALS FROM THE DABNEY-MACBETH MINES OF HUTCHINSON COAL COMPANY

[Docket No. A-579]

THE CLEAN EAGLE COAL COMPANY, DISTRICT 8, FOR REDUCTION IN CLASSIFICATION OF THE COALS OF MINE INDEX 109 IN SIZE GROUPS 18-21 FROM "B" TO "D"

[Docket No. A-594]

PETITION OF WEST VIRGINIA COAL & COKE CORP., DISTRICT 8, FOR REDUCTION IN CLASSIFICATION FROM "D" TO "E" OF SIZE GROUPS 18-21, MINE INDEX 181

NOTICE OF AND ORDER FOR HEARING AND ORDER FOR CONSOLIDATION

A hearing in the matter in Docket No. A-529 having been ordered to be held on January 31, 1941 before W. C. Cuff, and a hearing in the matter in Docket No. A-579 having been ordered to be held on February 20, 1941 before Travis Williams, and

A petition pursuant to the Bituminous Coal Act of 1937 having been duly filed with this Division by West Virginia Coal & Coke Corporation in Docket No. A-594, and the matters in Docket Nos. A-529, A-579 and A-594 being related,

Now, therefore, it is ordered, That the hearing in Docket A-529 be postponed, that the matters in Docket Nos. A-529, A-579 and A-594 be consolidated for hearing, and that the hearing be held on February 20, 1941, at ten a. m. at a hearing room of the Bituminous Coal Division, 734 15th Street NW., Washington, D. C., under the applicable provisions of the Act and the Rules of the Division.

It is further ordered, That Travis Williams or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before February 15, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith in Docket A-594 is in regard to the request of West Virginia Coal & Coke Corporation, a code member in District No. 8, for

a reduction in classification from "D" to "E" of the coals of Size Groups 18–21, produced at its Earling Mine, Mine Index 181, which is in the Eagle Seam, West Virginia.

Dated: January 30, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41–746; Filed, January 31, 1941; 12:18 p. m.]

[Docket No. A–619]

PETITION OF ANCHOR COAL COMPANY AND TRUAX-TRAER COAL COMPANY, PRODUCERS IN DISTRICT 8, REQUESTING DEDUCTIONS IN PRICES FOR THEIR DOROTHY COALS IN SIZE GROUP 7 FOR USE BY CALUMET & HECLA CONSOLIDATED COPPER COMPANY IN MARKET AREA 99

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on February 14, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Edward J. Hayes or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before February 10, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to a petition of Anchor Coal Company and Truax-Traer Coal Company, producers in District 8, for reductions in prices for their Dorothy seam coals in Size Group 7 for shipment to Calumet & Hecla Consolidated Copper Company in Market Area 99 for industrial use, in the amount of 10 cents, or in the alternative that each of the petitioners be permitted to supply this consumer, at a price of 10 cents per ton below present minimum prices, such portion of its annual requirements as each of them has heretofore supplied, to-wit, Anchor Coal Company approximately 10 per cent and Truax-Traer Coal Company approximately 23 per cent of such requirements.

Dated January 30, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41–742; Filed, January 31, 1941; 12:18 p. m.]

[Docket No. A–195]

PETITION OF BITUMINOUS COAL PRODUCERS BOARD FOR DISTRICT NO. 11 FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR DISTRICT 11, BY PROVIDING DEDUCTIONS IN MINE PRICES BASED UPON DIFFERENCES IN FREIGHT RATES AMONG DISTRICT 11 MINES FOR SHIPMENT TO MARKET AREAS 20, 21 AND 30–38, INCLUSIVE

ORDER REOPENING HEARING TO CONSIDER PRAYER FOR TEMPORARY RELIEF UPON SHIPMENTS TO CHARLESTOWN, INDIANA, MARKET AREA 31

On December 2, 1940, the Director issued an Order in the above-entitled matter granting certain temporary relief, and establishing a procedure whereby the hearing might be reopened to consider applications for further temporary relief.

On January 27, 1941, the original petitioner in this proceeding filed a motion to reopen the hearing for the purpose of considering the granting of further temporary relief with respect to the destination of Charlestown, Indiana, Market Area 31.

In support of this motion it urges that under the "National Defense Program", an explosive manufacturing plant is being constructed at Charlestown, Indiana, Market Area 31, to be operated by E. I. duPont de Nemours & Company, which is equipped to burn bituminous coal and will consume approximately 30,000 tons per month; that this destination is a natural market for the coal produced by code members in District No. 11; that the consumer has already solicited the submission of bids for the coal requirements of this plant; and that unless adjustments in f. o. b. mine prices in accordance with differences in freight rates are immediately established, the existing fair competitive opportunities of the code members in District No. 11 with higher freight rates to that destination will be substantially and irretrievably injured.

Now, therefore, it is ordered, That the hearing in the above-entitled matter be reopened for the purpose of considering the prayer of the original petitioner for the granting of additional temporary relief with respect to the destination of Charlestown, Indiana, Market Area 31, in the forenoon at 10 a. m., of February 6, 1941, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street, NW., Washington, D. C., and before the officers heretofore duly designated to preside at said hearing.

Notice of such reopening of said hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought.

Dated: January 31, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41–779; Filed, February 1, 1941; 11:01 a. m.]

[Docket Nos. A–209–220, 292–294, 311, 395, 457–458, 493]

PETITIONS OF CERTAIN PRODUCERS IN WILLIAMSON AND SALINE COUNTIES, DISTRICT 10, FOR A REDUCTION OF MINIMUM PRICES

MEMORANDUM OPINION AND ORDER GRANTING TEMPORARY RELIEF

Original petitions in the above-entitled matters have been filed with the Division praying for reductions in the effective minimum prices for petitioner's coals for truck shipments. Mitchell Coal Company (A–209), Black Banner Coal Company (A–210), Howerton Coal Company (A–211), Walnut Valley Coal Company (A–212), Willow Springs Coal Company (A–213), Carrier Mills Coal Company (A–214), Vallie Corder (A–215), Steel Tipple Coal Company (A–216), Monroe Moore & Son (A–217), Cherry Hill Mine (A–218), Ogmore Coal Company (A–293), and Square Deal Coal Company (A–395) request the following reductions: Size Group 8—20¢; Size Groups 10, 11, and

12—40¢; Size Group 13—15¢; Size Group 14—5¢; Size Group 15—25¢; New Spillerton Coal Company (A–219) requests similar reductions as to Size Groups 10–15 only. Cedar Hill Coal Company (A–220), in addition to requesting aforestated reductions in Size Groups 8 and 10–15, also prays for a reduction of 20¢ in Size Group 6. Helm Coal Company (A–458), in addition to the reductions in Size Groups 8 and 10–15 requests the following reductions: Size Groups 1–3—40¢; Size Group 4—25¢; Size Group 5—20¢; Size Group 6—15¢; and Size Group 7—5¢. A. O. Strobel (A–292) and Sims Coal Company (A–311) pray for the following reductions: Size Group 8—20¢; Size Groups 10, 11, and 12—65¢; Size Group 13—40¢; Size Group 14—30¢; and Size Group 15—25¢. Moren Coal Company (A–294) requests a reduction of 40¢ in Size Groups 8, 10, and 12. Prices have been established for the foregoing mines for truck shipments only and all of them are presently priced the same.

Augustine Coloni (A–457), a code member for whose mine both rail and truck prices have been established, requests a reduction in Size Groups 1–9 to $1.75, in Size Groups 10–12 to $1.25, and in Size Group 15 to $.50. Coloni's mine is priced the same for both rail and truck shipments. Its prices are higher than those of the other petitioners herein.

Petitions of intervention herein have been filed by District Board 10 and the following Code Members in District 10; Franklin County Coal Corporation, Old Ben Coal Corporation, Bell & Zoller Coal & Mining Company, Chicago, Wilmington & Franklin Coal Company, Peabody Coal Company, and Sahara Coal Company.

A hearing in these matters was held before Chief Trial Examiner Thurlow G. Lewis, at the Abraham Lincoln Hotel, Springfield, Illinois, on December 20 and 21, 1940, pursuant to orders of the Director. The original petitioners, all of the interveners, Wills Coal Company, Truax-Traer Coal Company, United Electric Coal Company, Pyramid Coal Company, and Southwestern Illinois Coal Corporation were represented at the hearing.

On January 4, 1941, a petition for temporary relief on the basis of the facts presented at the hearing was filed with the Division.

Petitioners operate small slope mines in the Fifth and Sixth Veins in Williamson and Saline Counties, Illinois (District 10). Petitioners sell their coal at the mines to itinerant truckers who in turn market the coal at points within a radius of 75 miles from the mines in Market Areas 35, 73, and 104. None of the coal moves to St. Louis or Chicago.

It appears that 35% to 54% of petitioners' coals have a maximum size of 2" and are thus included in Size Groups 8 to 15. About one-third of these coals, under 2", have always been gobbed as unsalable. Prior to October 1, 1940, the date when minimum prices became effective, the salable small coals were sold to industrial users and to economical householders at prices ranging from 40c to 75c per ton, f. o. b. the mines.

Petitioners represent in general that since October 1, 1940, they have been able to market the coals above 2" (Size Groups 1–7), but have been unable to sell their coals under 2" (Size Groups 8–15), with the result that they have been forced to store all their small coals on the ground. This unbalanced marketing has reduced operating time at the mines by as much as 50%.

The definite reasons for the almost complete curtailment of the sale of petitioners' fine coals are not entirely clear. Their difficulties are probably attributable in part to the fact that the prices established for them, in comparison with those established for other code members, are too high. However, several other pertinent considerations in this connection were developed at the hearing. For example, the previous markets for these coals were developed at prices which petitioners admit were ridiculously low. When minimum prices were established for them at a level consonant with the standards of the Act, consumers who formerly purchased the 2" minus coals may well have shifted to other sizes of coals from these same mines, or to small sizes from predominantly rail shipping mines. It is probable that much of the coal which has always been gobbed as unsalable is included within Size Group 15 (carbon; 3/8" x 0), for which the markets have been and are quite limited.

In view of the lack of adequate screening facilities for the precise sizing of coal at the small truck mines operated by the petitioners, the District Board recommended at the hearing that if their prices were revised, the size groupings applicable to them be simplified by establishing a price for Size Group 8, a single price for Size Groups 9 to 12, a single price for Size Groups 13 and 14, and a price for Size Group 15.

Petitioners are representative truck shippers in Section 10 of District 10, and it appears that the difficulties encountered by them are common to all the truck mines in that section. From the facts developed at the hearing and from statements of counsel for the original petitioners, it appears that any relief granted to petitioners should also be granted to all other truck mine producers in Section 10.

The Coloni mine, like that of other petitioners, is a small, hand-operated slope mine. Unlike the others, however, prices for shipment by rail were established for it, since it is located on a railroad. This mine formerly shipped by rail and sold a substantial part of its tonnage as locomotive fuel, but of late all of its sales have been to the same type of truck operators who purchase from the other petitioners. It appears that seepage into the Coloni Mine from a number of nearby abandoned mines causes its coal to be extremely wet and discolored. Although the prices established for this mine are substantially higher than those governing the other petitioners, it was represented at the hearing that the Coloni coal is no better than that of the other petitioners. The coal has been sold only in very small quantities since October 1, 1940.

In view of the foregoing circumstances it appears to the Director that a reasonable showing of necessity has been made for the extension of temporary relief to petitioners and that an adequate showing has been made of actual or impending injury in the event that such relief is not granted. It further appears to the Director, however, that the petitioners have made no clear showing in support of the reductions prayed for in their respective petitions. This circumstance seems attributable chiefly to the fact that petitioners sell only to truckers and do not come into contact with the ultimate consumers of their coals. Apparently for this reason, petitioners were unable at the hearing to present definite reasons for the disappearance of their markets and were also unable to support precise reductions necessary, in their judgment, to permit the movement of the coals in question. In this situation the amount of the temporary relief to be granted is necessarily a question of judgment, whose determination must be tempered by the considerations that the petitioners would naturally incline towards self-protection in deciding the extent of the relief to be prayed for and that the granting of excessive reductions might injure competing producers, pending final disposition of these proceedings. Accordingly, the Director is of the opinion that the full temporary relief prayed for should not be granted.

Now, therefore, it is ordered, That a reasonable showing of necessity therefor having been made, pending final disposition of the petitioners in the above-entitled matters, temporary relief is granted as follows: Commencing forthwith, all mines in Section 10 of District 10 which are priced for truck shipment only shall be priced in Size Group 8 at $1.60; in Size Groups 9, 10, 11 and 12 at $1.50; in Size Groups 13 and 14 at $1.30; and in Size Group 15 at $.65. The effective minimum prices in all size groups for Mine Index 40 (Augustine Coloni) for Truck Shipments shall be the same as those for the above-mentioned mines in Section 10 of District 10, as herein revised, for which mines truck prices only have been established.

Notice is hereby given That applications to stay, terminate or modify the temporary relief herein granted may be filed pursuant to the Rules and Regulations Governing Practice and Procedure before the Division in Proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: January 31, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41–780; Filed, February 1, 1941; 11:01 a. m.]

[Docket No. 1516-FD]

IN THE MATTER OF STONE MINING COMPANY, INC.

NOTICE OF AND ORDER FOR HEARING

A complaint dated January 8, 1941, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on January 13, 1941, by Bituminous Coal Producers Board for District No. 11, complainant, with the Bituminous Coal Division alleging willful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder;

It is ordered, That a hearing in respect to the subject matter of such complaint be held on March 10, 1941, at 10 a. m., at a hearing room of the Bituminous Coal Division at the U. S. Post Office Building, Evansville, Ind.

It is further ordered, That Edward J. Hayes or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given, That answer to the complaint must be filed with the Bituminous Coal Division at its Washington office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified, That the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint filed by said complainant, alleging willful violation by the above-named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows:

1. That the defendant on November 26, 1940, sold and delivered to the McCurdy Hotel, Evansville, Indiana, a truckload of 2" x 0 screenings produced at its S & S Mine (Mine Index No. 810) at a delivered price equivalent to $1.12½ per net ton, whereas the effective minimum price for said coal was $1.50 per net ton f. o. b. the mine.

2. That during the period from October 16, 1940, to October 31, 1940, inclusive, said defendant sold and delivered to said McCurdy Hotel approximately 156 tons of coal produced at said mine at a delivered price of $1.12½ per net ton, which was substantially less than the effective minimum prices for the coal so delivered. The exact size and classification of said coal is unknown to the complainant.

Dated: January 31, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-781; Filed, February 1, 1941; 11:02 a. m.]

[Docket No. A-356]

PETITION OF DISTRICT BOARD NO. 1 FOR REVISION OF SIZE GROUPS AND PRICES FOR TRUCK COAL IN SUBDISTRICT NO. 1 OF DISTRICT NO. 1, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER CONTINUING HEARING

The above-entitled matter having been consolidated with Docket No. A-441 and a hearing thereon scheduled for February 5, 1941,

It is ordered, That Docket No. A-356 be separated from Docket No. A-441 and that the hearing in the former case be continued to March 12, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in Room 502 will advise as to the room where such hearing will be held.

In all other respects, the original notice of and order for hearing shall remain in full force and effect.

Dated February 1, 1941.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 41-806; Filed, February 3, 1941; 11:43 a. m.]

[Docket No. A-404]

PETITION OF HARMON CREEK COAL CORPORATION FOR REVISION OF PRICES OF RUN OF MINE COAL FROM ITS FLORENCE MINE IN DISTRICT NO. 2 FOR SALE TO THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER OF DISMISSAL

The petitioner in the above entitled matter having filed a written motion for withdrawal of its petition; and there being no objection to such motion;

It is ordered, That the original petition in Docket No. A-404 is dismissed.

Dated: February 1, 1941.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 41-803; Filed, February 3, 1941; 11:42 a. m.]

[Docket No. A-532]

PETITION OF THE WILMORE FUEL COMPANY, A PRODUCER IN DISTRICT 1, FOR PERMISSION TO SUBSTITUTE MANUALLY BROKEN DOWN RUN OF MINE COAL FOR SLACK COAL SIZE, IN PLACE OF MECHANICAL SCREENED SLACKS, FOR SHIPMENT VIA TIDEWATER TO CONSOLIDATED EDISON COMPANY OF NEW YORK, NEW YORK

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on February 18, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That D. C. McCurtain or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be ad-

mitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before February 13, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to a petition of the Wilmore Fuel Company, a producer in District 1, for permission to substitute manually broken down run of mine coal for slack coal size, in place of mechanical screened slacks, for shipment via tidewater to Consolidated Edison Company of New York, New York, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: February 1, 1941.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 41-805; Filed, February 3, 1941; 11:42 a. m.]

[Docket No. A-593]

M. & S. COAL COMPANY, DISTRICT 10, FOR REVISION OF EFFECTIVE MINIMUM PRICES AT MINE INDEX 92

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on February 19, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Floyd McGown or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before February 14, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of M. & S. Coal Company, a code member in District 10, for revision of the minimum prices established for its Orchard Mine, Mine Index 92.

Dated: February 1, 1941.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 41-804; Filed, February 3, 1941; 11:42 a. m.]

DEPARTMENT OF AGRICULTURE.

Rural Electrification Administration.

[Administrative Order No. 555]

ALLOCATION OF FUNDS FOR LOANS

JANUARY 27, 1941.

By virtue of the authority vested in me by the provisions of section 4 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said Act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project designation:	*Amount*
Illinois 1034B1 Jackson	$300,000
Illinois 1046B1 Madison	109,000
Iowa 1009K1 Scott	344,000
Missouri 1038B1 Reynolds	203,000
New York 1018E1 N. Y. S. E. & G.	500,000
North Carolina 1056A1 Pamlico	127,000
Ohio 1088B1 Gallia	134,000
Pennsylvania 1015E1 Bradford	150,000
Tennessee 1026B1 Loudon	240,000
Texas 1040E1 Bowie	95,000
Virginia 1039A1 Northampton	329,000
Virginia 1039G1 Northampton	100,000

[SEAL] HARRY SLATTERY,
Administrator.

[F. R. Doc. 41-795; Filed, February 3, 1941; 11:24 a. m.]

[Docket No. AO-153]

Surplus Marketing Administration.

NOTICE OF HEARING WITH RESPECT TO A PROPOSED MARKETING AGREEMENT AND PROPOSED ORDER REGULATING THE HANDLING OF MILK IN THE DULUTH-SUPERIOR MARKETING AREA, PREPARED AND PROPOSED BY THE TWIN PORTS CO-OPERATIVE DAIRY ASSOCIATION AND THE ARROWHEAD CO-OPERATIVE CREAMERY ASSOCIATION, UPON WHICH SAID ORGANIZATIONS HAVE REQUESTED THE SECRETARY OF AGRICULTURE TO HOLD A HEARING UNDER THE AGRICULTURAL MARKETING AGREEMENT ACT OF 1937

Whereas the Twin Ports Co-operative Dairy Association and the Arrowhead Co-operative Creamery Association have requested the Secretary of Agriculture to hold a public hearing on a proposed marketing agreement and order prepared and proposed by said organizations and designed to regulate such handling of milk in the territory within the corporate limits of the cities of Duluth and Cloquet and the villages of Proctor and Carlton, all in the State of Minnesota; and the city of Superior in the State of Wisconsin (which area is known and hereinafter referred to as the Duluth-Superior marketing area), as is in the current of interstate commerce, or which directly burdens, obstructs or affects interstate commerce; and

Whereas the Secretary of Agriculture has reason to believe that the execution of a marketing agreement and the issuance of an order will tend to effectuate the declared policy of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, with respect to such handling of milk in the Duluth-Superior marketing area as is in the current of interstate commerce or which directly burdens, obstructs or affects interstate commerce; and

Whereas under said act notice of and opportunity for a hearing are required prior to the execution of a marketing agreement and the issuance of an order, and the General Regulations, Series A, No. 1, as amended, of the Agricultural Adjustment Administration, United States Department of Agriculture, provide for such notice:

Now, therefore, pursuant to said act and said general regulations, notice is hereby given of a public hearing to be held in Woodman Hall, 2031 West First Street, Duluth, Minnesota, beginning at

10:00 a. m., c. s. t., February 20, 1941, on the aforementioned marketing agreement and order prepared and proposed by the aforementioned organizations and designed to regulate such handling of milk in the Duluth-Superior marketing area as is in the current of interstate commerce or which directly burdens, obstructs or affects interstate commerce.

At this public hearing, representatives of the Secretary will receive factual evidence (1) as to whether marketing conditions for such handling of milk in the Duluth-Superior marketing area as is in the current of interstate commerce or which directly burdens, obstructs or affects interstate commerce are so disorderly as to necessitate regulation of the handling of such milk in order that the declared policy of the act may be effectuated, and (2) as to the specific provisions which a marketing agreement or order should contain.

The proposed marketing agreement and order provide, among other things, for: (a) selection of a market administrator, (b) classification of milk, (c) minimum prices, (d) reports of handlers, (e) payments to producers through the use of a market-wide pool, (f) deductions for marketing services, and (g) expenses of administration.

Copies of the proposed marketing agreement and order may be obtained from the Hearing Clerk, Office of the Solicitor, United States Department of Agriculture, in Room 0310 South Building, Washington, D. C., or may be there inspected.

Dated: February 3, 1941.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-809; Filed, February 3, 1941; 12:49 p. m.]

DEPARTMENT OF COMMERCE.

Civil Aeronautics Authority.

[Docket No. 456]

PAN AMERICAN AIRWAYS, INC.

NOTICE OF POSTPONEMENT OF HEARING [1]

In the matter of application for amendment of its certificate of public convenience and necessity under section 401 of the Civil Aeronautics Act of 1938.

Further hearing on the above-entitled proceeding, being the application of Pan American Airways, Inc., for amendment of its existing certificate of public convenience and necessity authorizing air transportation between the United States, Mexico, Central and South America and the Islands of the Caribbean, (a) so as to authorize the scheduled air transportation of persons, property and mail directly between Port-au-Prince, Haiti, and Maracaibo, Venezuela; (b) so as to authorize the scheduled air transportation of persons, property and mail directly between Belem (Para) and Rio de Janeiro, Brazil, with an additional intermediate stop at Barreiras, Brazil; (c) so as to authorize (1) the abandonment of Guanta, Venezuela, and the continuation of service to Barcelona, Venezuela, and (2) the abandonment of Luiz Correa, Brazil, the continuation of service and the carriage of United States mail to Parnahyba (Piauhy), Brazil; and (d) so as to authorize the carriage of United States mail to Areia Branca, Macelo, Aracaju, Caravellas, Curityba, and Iguassu Falls, Brazil, now assigned for February 3, 1941, is hereby postponed to a date to be hereafter assigned.

Dated Washington, D. C., January 30, 1941.

[SEAL] FRANK A. LAW, Jr.,
Examiner.

[F. R. Doc. 41-776; Filed, February 1, 1941; 9:51 a. m.]

[Docket Nos. 9-401-B-2, 405]

EASTERN AIR LINES, INC., TRANSCONTINENTAL & WESTERN AIR, INC.

NOTICE OF HEARING [1]

In the matter of applications for certificates of public convenience and necessity under section 401 of the Civil Aeronautics Act of 1938, the above-entitled proceeding, being the applications of Eastern Air Lines, Inc., and Transcontinental & Western Air, Inc., for certificates of public convenience and necessity authorizing air transportation between St. Louis, Mo., and Washington, D. C., via certain intermediate points, is hereby assigned for public hearing on February 26, 1941, 10 o'clock a. m. (Eastern Standard Time), at the Carlton Hotel, 923 16th Street N.W., Washington, D. C., before Examiner J. Francis Reilly.

Dated Washington, D. C., January 31, 1941.

[SEAL] J. FRANCIS REILLY,
Examiner.

[F. R. Doc. 41-775; Filed, February 1, 1941; 9:51 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Determination and Order, November 8, 1939 (4 F.R. 4531), as amended, April 27, 1940 (5 F.R. 1586).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective February 3, 1941. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS, AND EXPIRATION DATE

Atco Garment Company, 127 North Egg Harbor Road, Hammonton, New Jersey; Apparel; Cotton House Dresses; 5 learners (75% of the applicable hourly minimum wage); February 3, 1942.

Clover Sportswear Company, Zionsville, Pennsylvania; Apparel; Infants' & Children's Outerwear; 5 learners (75% of the applicable hourly minimum wage); February 3, 1942.

Exeter Handkerchief Company, Exeter, New Hampshire; Apparel; Handkerchiefs; 5 learners (75% of the applicable hourly minimum wage); February 3, 1942.

G & G Manufacturing Company, Inc., 16 Cutler Street, Warren, Rhode Island; Apparel; Dresses, Blouses, Slacks; 5 learners (75% of the applicable hourly minimum wage); February 3, 1942.

Hershey Garment Company, Paradise, Pennsylvania; Apparel; Slips, Gowns; 18 learners (75% of the applicable hourly minimum wage); May 12, 1941.

George Livingston, Inc., 121 North Seventh Street, Philadelphia, Pennsylvania; Apparel; Blouses; 30 learners (75% of the applicable hourly minimum wage); June 2, 1941.

Midwest Sportswear Company, 123 Second Street, Baraboo, Wisconsin; Apparel; Skirts & Blouses; 5 learners (75% of the applicable hourly minimum wage); February 3, 1942.

Niagara Apparel Company, Inc., 273 Division Street, Buffalo, New York; Ap-

[1] Issued by Civil Aeronautics Board.

[1] Issued by Civil Aeronautics Board.

parel; Jackets, Pants, Shorts; 5 percent (75% of the applicable hourly minimum wage); February 3, 1942.

The Pyke Manufacturing Company, 154 West Second South Street, Salt Lake City, Utah; Apparel; Overalls, Pants; 4 learners (75% of the applicable hourly minimum wage); February 3, 1942.

Seattle Woolen Co., Western Avenue, Seattle, Washington; Apparel; Suits, Topcoats, Pants; 5 percent (75% of the applicable hourly minimum wage); February 3, 1942.

Edward Shuwall & Co., Inc., Elizabethtown, Pennsylvania; Apparel; Children's Dresses; 25 learners (75% of the applicable hourly minimum wage); June 2, 1941.

Standard Trouser Company, Buckhannon, West Virginia; Apparel; Trousers; 10 percent (75% of the applicable hourly minimum wage); May 19, 1941.

Frank Thomas Company, Inc., 501 Granby Street, Norfolk, Virginia; Apparel; Uniforms; 5 learners (75% of the applicable hourly minimum wage); February 3, 1942.

California Artificial Flower Company, 400 Reservoir Ave., Providence, Rhode Island; Artificial Flower and Feather Industry; Decorative Flowers; March 17, 1941.

American Glove Company, 2025 Churchill Street, Chicago, Illinois; Glove; Work Glove; 4 learners; February 3, 1942.

Henry M. Peyser Company, Inc., 419 Fourth Avenue, New York, New York; Glove; Leather Glove; 5 learners; February 3, 1942.

Bland Silk Hosiery Mills, Inc., Bland, Virginia; Hosiery; Full Fashioned; 15 learners; October 3, 1941,

Clarke Mills, Jackson, Alabama; Hosiery; Full Fashioned; 10 learners; October 3, 1941.

General Hosiery Company, Fort Wayne Indiana; Hosiery; Full Fashioned; 3 learners; February 3, 1942.

Rutledge Hosiery Mill Co., Inc., Rutledge, Tennessee; Hosiery; Seamless; 5 learners; October 3, 1941.

United Silk Mills Co., Northumberland, Pennsylvania; Hosiery; Full Fashioned; 10 learners; October 3, 1941.

United Silk Mills Co., Northumberland, Pennsylvania; Hosiery; Full Fashioned; 5 learners; February 3, 1942.

Eureka Telephone Company, Corydon, Indiana; Independent Branch of the Telephone Industry; to employ learners as indicated in the Telephone Order as commercial and switchboard operators until February 3, 1942.

Park Ridge Knitting Mills, Inc., 21 Railroad Avenue, Park Ridge, New Jersey; Knitted Wear; Knitted Outerwear; 5 learners; February 3, 1942.

Ethel Young Hats, 511 Ranke Bldg., Seattle, Washington; Millinery; Popular Priced; 2 learners; August 3, 1941.

The Joseph Lazarus Company, 4th and Elm Streets, Cincinnati, Ohio; Millinery; Custom Made; 2 learners; February 3, 1942.

Samuel Mendel, 304 Ranke Bldg., Seattle, Washington; Millinery; Popular Priced; 1 learner; August 3, 1941.

William F. Groce, Port Trevorton, Snyder County, Pennsylvania; Textile; Silk; 2 learners; May 5, 1941.

A. D. Juilliard & Company, Inc., Dallas Mills Division, Dallas, Georgia; Textile; Cotton Yarn; 3 percent; February 3, 1942.

Turnersburg Manufacturing Co., Turnersburg, North Carolina; Textile; Cotton Yarns; 3 learners; February 3, 1942.

G. H. Vanderbeck, Inc., 4041 Ridge Avenue, Philadelphia, Pennsylvania; Textile; Elastic Thread; 3 learners; February 3, 1942.

Signed at Washington, D. C., this 3d day of February 1941.

MERLE D. VINCENT,
Authorized Representative of the Administrator.

[F. R. Doc. 41-807; Filed, February 3, 1941; 11:56 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6003]

APPLICATION OF GRANITE DISTRICT RADIO BROADCASTING COMPANY (NEW)

NOTICE OF HEARING

Application dated February 8, 1940; for construction permit; class of service, broadcast; class of station, broadcast; location, Murray, Utah; operating assignment specified: Frequency, 1,500 kc. (1,490 kc. when Havana treaty is effective); power, 250 watts; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine the financial, technical and other qualifications of the applicant to construct and operate the proposed station.

2. To determine the nature and character of the service which applicant may be expected to render if granted a permit such as applied for.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Granite District Radio Broadcasting Company,
% Lawrence A. Miner,
424 Felt Building,
Salt Lake City, Utah.

Dated at Washington, D. C., January 31, 1941.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-793; Filed, February 3, 1941; 10:43 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. IT-5667]

IN THE MATTER OF IOWA-NEBRASKA LIGHT AND POWER COMPANY

ORDER FIXING DATE OF HEARING

JANUARY 30, 1941.

Upon the application filed January 22, 1941, by Iowa-Nebraska Light and Power Company, a Delaware corporation, pursuant to Section 203 of the Federal Power Act, for an order authorizing the applicant to sell its electric facilities located in the State of Nebraska to Consumers Public Power District, a public corporation and political subdivision of the State of Nebraska;

The Commission orders that:

A public hearing on the said application be held beginning at 9:30 a. m., on February 10, 1941, in the Commission's hearing room, 1757 K Street NW., Washington, D. C.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 41-759; Filed, February 1, 1941; 9:46 a. m.]

[Docket No. DI-158]

IN THE MATTER OF NANTAHALA POWER AND LIGHT COMPANY

ORDER POSTPONING DATE OF HEARING

JANUARY 31, 1941.

Upon application filed January 25, 1941, by Nantahala Power and Light Company for postponement of the hearing now set for February 3, 1941, upon its petition for reconsideration of the Commission's determination of November 5, 1940, with respect to the declaration of intention of Nantahala Power and Light Company for construction of a dam and hydroelectric plant on the Little Tennessee River, the Fontana Project, Docket No. DI-158;

It is *ordered* that:

Said hearing be postponed to March 10, 1941, to commence at 9:30 a. m., in the

Hearing Room of the Commission at 1757 K. Street, NW., Washington, D. C.

By the Commission.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 41–760; Filed, February 1, 1941; 9:46 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4278]

IN THE MATTER OF EVERETT J. GRANGER, MAME PARTIN, FRANCES MARTIN, HATTIE G. GARDNER, THEKLA MAAS, BERNICE FEITLER, ERWIN FEITLER, INDIVIDUALLY, AND TRADING AS GARDNER & COMPANY

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 30th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 USCA, section 41),

It is ordered, That W. W. Sheppard, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Wednesday, February 19, 1941, at ten o'clock in the forenoon of that day (central standard time) in Room 1123, New Post Office Building, 433 West Van Buren Street, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 41–758; Filed, January 31, 1941; 3:20 p. m.]

[File No. 21–363]

IN THE MATTER OF PROPOSED TRADE PRACTICE RULES FOR THE SUN GLASS INDUSTRY

NOTICE OF HEARING, AND OF OPPORTUNITY TO PRESENT VIEWS, SUGGESTIONS, OR OBJECTIONS

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 31st day of January, A. D. 1941.

Opportunity is hereby extended by the Federal Trade Commission to any and all persons, partnerships, corporations, associations, groups, or other parties affected by or having an interest in the proposed trade practice rules for the Sun Glass Industry to present to the Commission, orally or in writing, their views concerning such rules, including such pertinent information, suggestions, or objections, if any, as they desire to submit. For this purpose they may, upon application to the Commission, obtain copies of the proposed rules. Matters submitted in writing should be filed with the Commission not later than February 20, 1941. Opportunity for oral hearing and representation will be afforded at 10 a. m., February 20, 1941, in Room 332, Federal Trade Commission Building, Constitution Avenue at Sixth Street, Washington, D. C., to any such persons, partnerships, corporations, associations, groups, or other parties as may desire to appear and be heard. After giving due consideration to all matters presented concerning the proposed rules, the Commission will proceed to their final consideration.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 41–794; Filed, February 3, 1941; 11:03 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70–163]

IN THE MATTER OF MICHIGAN CONSOLIDATED GAS COMPANY

ORDER APPROVING APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 30th day of January, A. D., 1941.

Michigan Consolidated Gas Company, a subsidiary of American Light & Traction Company and The United Light and Power Company, registered holding companies, having filed an application and amendments thereto pursuant to section 10 of the Public Utility Holding Company Act of 1935 for the acquisition of real and personal property known as the Austin natural gas field, for the sum of $800,000;

Appropriate notice having been given, the Commission having held a hearing with respect thereto, and the Commission having examined the record in the matter and having filed its findings and opinions herein:

It is ordered, That said application as amended be approved subject, however, to the conditions as specified in Rule U-9 of the Rules and Regulations adopted under the Public Utility Holding Company Act of 1935.

By the Commission.

[SEAL] FRANCIS P. BRASSOR, *Secretary.*

[F. R. Doc. 41–786; Filed, February 1, 1941; 11:07 a. m.]

[File Nos. 31–495, 31–496]

IN THE MATTER OF SOUTH PENN OIL COMPANY AND SOUTH PENN NATURAL GAS COMPANY

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 31st day of January, A. D., 1941.

Applications pursuant to the Public Utility Holding Company Act of 1935, having been duly filed with this Commission by the above named parties;

It is ordered, That a hearing on such matter under the applicable provisions of said Act and the rules of the Commission thereunder be held on February 20, 1941, at 10:00 o'clock in the forenoon of that day, at the Securities and Exchange Building, 1778 Pennsylvania Avenue, NW., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held.

It is further ordered, That Charles S. Lobingier or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice.

Notice of such hearing is hereby given to such applicants and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before February 15, 1941.

The matter concerned herewith is in regard to an application by South Penn Oil Company for exemption as a holding company pursuant to the provisions of sections 3 (a) (3) (A) and 3 (a) (3) (B) of the Public Utility Holding Company Act of 1935; also, an application by South Penn Natural Gas Company, a subsidiary company of South Penn Oil Company, for an order pursuant to Section 2 (a) (4) of said Act, declaring it not to be a gas utility company within the meaning of said Act.

By the Commission.

[SEAL] FRANCIS P. BRASSOR, *Secretary.*

[F. R. Doc. 41–785; Filed, February 1, 1941; 11:07 a. m.]

[File No. 802–3–1]

IN THE MATTER OF SAVINGS BANKS ASSOCIATION OF MAINE

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its

office in the City of Washington, D. C., on the 31st day of January, A. D., 1941.

An application dated December 23, 1940 having been duly filed with this Commission on the 17th day of January, 1941 and a supplemental application dated January 21, 1941 having been duly filed with this Commission on the 23rd day of January, 1941 by the above-entitled party for an order pursuant to section 202 (a) (11) (F) of the Investment Advisers Act of 1940, designating the Savings Banks Asspciation of Maine not to be an investment adviser within the intent of section 202 (a) (11) of that Act;

It is ordered, That a hearing on the above matter under the applicable provisions of the Act and the rules of the Commission thereunder be held at 10:00 A. M. on February 14, 1941, at the Washington Office of the Securities and Exchange Commission, and that said hearing be continued at such other time and place as the Commission or officer conducting said hearing may determine; that for the purpose of said hearing Charles S. Lobingier be and is hereby designated as the officer of the Commission, and pursuant to Section 209 (b) of the Investment Advisers Act of 1940, said officer is hereby authorized to administer oaths and affirmations, subpoena witnesses and compel their attendance, take evidence, require the production of books, papers, correspondence, memoranda and any and all other records deemed relevant or material to the matters in issue at said hearing, and to perform all other duties in connection therewith as authorized by law.

Notice of such hearing is hereby given to the applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] FRANCIS P. BRASSOR, *Secretary.*

[F. R. Doc. 41-783; Filed, February 1, 1941; 11:07 a. m.]

[File No. 1-1193]

IN THE MATTER OF CONGRESS CIGAR COMPANY, INC., CAPITAL STOCK, WITHOUT PAR VALUE, CERTIFICATES OF DEPOSIT FOR CAPITAL STOCK, WITHOUT PAR VALUE

ORDER SETTING HEARING ON APPLICATION TO STRIKE FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 31st day of January, A. D. 1941.

The New York Stock Exchange, pursuant to Section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1(b) promulgated thereunder, having made application to strike from listing and registration the Capital Stock, Without Par Value, and Certificates of Deposit for Capital Stock, Without Par Value, of Congress Cigar Company, Inc. and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10 A. M. on Tuesday, February 25, 1941, at the office of the Securities & Exchange Commission, 120 Broadway, New York City, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Adrian C. Humphreys, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] FRANCIS P. BRASSOR, *Secretary.*

[F. R. Doc. 41-784; Filed, February 1, 1941; 11:07 a. m.]

[File No. 60-17]

IN THE MATTER OF COMMONWEALTHS DISTRIBUTION, INC., HERBERT W. BRIGGS, VANCE L. BUSHNELL, HERBERT L. NICHOLS, JAMES T. WOODWARD, RUSSELL B. STEARNS, F. W. SEYMOUR, RESPONDENTS

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 31st day of January, A. D. 1941.

The Commission having been advised by its Public Utilities Division of evidence tending to show that Commonwealths Distribution, Inc., Herbert W. Briggs, Vance L. Bushnell, Herbert L. Nichols, James T. Woodward, Russell B. Stearns, and F. W. Seymour, directly or indirectly exercise (either alone or pursuant to an arrangement or understanding with each other or with one or more other persons) such a controlling influence over the management or policies of Community Power and Light Company and/or General Public Utilities, Inc. and/or National Gas & Electric Corporation, registered holding companies, as to make it necessary or appropriate in the public interest or for the protection of investors or consumers that the above-named Respondents and each of them be subject to the obligations, duties, and liabilities imposed by the Public Utility Holding Company Act of 1935 upon holding companies; and

None of the above-named Respondents having filed with the Commission, either alone or with other persons, a notification of registration pursuant to section 5 (a) of the Act:

It is ordered, Pursuant to section 2 (a) (7) (B) of said Act that a hearing be held at the office of the Securities and Exchange Commission, 1778 Pennsylvania Avenue NW., Washington, D. C., at 10:00 a. m., on the 4th day of March 1941, to determine whether the above-named Respondents or any one or more of them directly or indirectly exercise (either alone or pursuant to an arrangement or understanding with each other or with one or more other persons) such a controlling influence over the management or policies of Community Power and Light Company and/or General Public Utilities, Inc. and/or National Gas & Electric Corporation as to make it necessary or appropriate in the public interest or for the protection of investors or consumers that the above-named Respondents or any one or more of them be subject to the obligations, duties, and liabilities imposed by said Act upon holding companies.

It is further ordered, That James G. Ewell or any other officer or officers of the Commission designated by it for that purpose shall preside at a hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice.

Notice of such hearing is hereby given to the above-named Respondents and to all other persons including the security holders and consumers of Community Power and Light Company, General Public Utilities, Inc., and National Gas & Electric corporation, and the subsidiaries thereof, and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before the 28th day of February 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR, *Secretary.*

[F. R. Doc. 41-801; Filed, February 3, 1941; 11:40 a. m.]

IN THE MATTER OF A PROCEEDING BEFORE THE SECURITIES AND EXCHANGE COMMISSION TO DETERMINE WHETHER JOSEPH L. MERRILL SHOULD BE SUSPENDED OR EXPELLED FROM MEMBERSHIP ON CERTAIN NATIONAL SECURITIES EXCHANGES PURSUANT TO SECTION 19 (a) (3) OF THE SECURITIES EXCHANGE ACT OF 1934

ORDER AMENDING ORDER TO SHOW CAUSE AND FOR HEARING, DESIGNATING OFFICER, TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 1st day of February 1941.

It is ordered, That the order to show cause and for hearing in the above-entitled matter, adopted by the Commission on October 16, 1940, as amended on October 31, November 25, December 10, December 20, 1940, January 3, and January 17, 1941, be and the same is hereby further amended to postpone the hearing from 10 A. M. on February 3, 1941, until 10 A. M. on February 24, 1941, at the New York Regional Office of the Securities and Exchange Commission, 120 Broadway, New York, New York.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-799; Filed, February 3, 1941; 11:40 a. m.]

IN THE MATTER OF THE DISCIPLINARY PROCEEDINGS OF THE NEW YORK CURB EXCHANGE

ORDER AMENDING ORDER FOR PUBLIC HEARING DESIGNATING OFFICER TO TAKE TESTIMONY

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C. on the 1st day of February, A. D. 1941.

It is ordered that the order for public hearing designating officer to take testimony in the above-entitled matter, adopted by the Commission on January 23, 1941, be and the same is hereby amended to change the date of the commencement of the hearing from 10:00 A. M. on February 10, 1941 to 10:00 A. M. on February 17, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-800; Filed, February 3, 1941; 11:40 a. m.]

[File No. 30-186, 30-187]

IN THE MATTER OF THE UNITED ILLUMINATING TRUST AND THE ILLUMINATING SHARES COMPANY

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 1st day of February, A. D. 1941.

Applications pursuant to the Public Utility Holding Company Act of 1935 having been duly filed with this Commission by the above named parties;

It is ordered, That a hearing on such matter under the applicable provisions of said Act and the rules of the Commission thereunder be held on February 20, 1941, at 10:00 o'clock in the forenoon of that day, at the Securities and Exchange Commission Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held.

It is further ordered, That Charles S. Lobingier or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matters. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice.

Notice of such hearing is hereby given to such applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before February 15, 1941.

The matter concerned herewith is in regard to:

A. An application by The United Illuminating Trust, a registered holding company, pursuant to section 5 (d) of said Act, for a finding by the Commission that said The United Illuminating Trust has ceased to be a holding company, and for an order, without condition, declaring that The United Illuminating Trust has ceased to be a holding company, and that upon the taking effect of such order the registration of said The United Illuminating Trust shall cease to be in effect. It is represented that pursuant to the Commission's order of August 15, 1940 in *In the Matter of The United Illuminating Trust and The Illuminating Shares Company (File Number 54-23, Holding Company Act Release Number 2245)* said Trust caused to be transferred to The Illuminating Shares Company all of the assets of the Trust, consisting of the 579,651 shares of the capital stock of The United Illuminating Company held by the Trustees, and that said The United Illuminating Trust has been duly terminated in accordance with the provisions therefor in the Declaration of Trust creating said The United Illuminating Trust.

B. An application by The Illuminating Shares Company, a registered holding company, pursuant to section 5 (d) of said Act, for a finding by the Commission that said The Illuminating Shares Company has ceased to be a holding company, and for an order declaring that The Illuminating Shares Company has ceased to be a holding company, and that upon the taking effect of such order the registration of The Illuminating Shares Company shall cease to be in effect, on the condition that the jurisdiction of the Commission be in all respects reserved as to the proceeding entitled *In the Matter of The United Illuminating Trust and The Illuminating Shares Company (File Number 54-23)* and with reference to the conditions set forth in the order of the Commission dated August 15, 1940, and the other matters with respect to which the Commission reserved jurisdiction in said order.

It is represented that after delivery by The United Illuminating Trust to The Illuminating Shares Company of the shares of capital stock of The United Illuminating Company, as aforesaid, The Illuminating Shares Company proceeded to exchange such shares of the capital stock of The United Illuminating Company for shares of its own Class A stock, and that on January 16, 1941 The Illuminating Shares Company held only 6,579 shares of the capital stock of The United Illuminating Company, being less than 1¼% of the outstanding capital stock of the said The United Illuminating Company; and that, further, the Board of Directors of The United Illuminating Company has adopted a resolution pursuant to the laws of the State of Delaware, that it was deemed advisable in the judgment of the Board of Directors and most for the benefit of The Illuminating Shares Company that the company last named should be dissolved, and also adopted a resolution that a special meeting of the stockholders of that company be called, to be held on February 13, 1941, for the purpose of considering and taking action on said resolution of the Board of Directors, and voting on the advisability of dissolving The Illuminating Shares Company.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-793; Filed, February 3, 1941; 11:39 a. m.]